

US EPA RECORDS CENTER REGION 5



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**BROWNFIELDS ENVIRONMENTAL ASSESSMENT PROGRAM**

**PHASE I ENVIRONMENTAL ASSESSMENT REPORT**

**FORMER CLARKSON COAL DOCK  
321 NORTH 11TH AVENUE EAST  
ASHLAND, WISCONSIN**

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**RESPONSE SECTION 3**

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## **1.0 INTRODUCTION**

A Phase I Environmental Assessment is a report that includes record reviews, interviews and physical property inspections to identify areas of potential hazardous substance contamination that is of environmental significance. The Phase I is used to identify areas from which samples may be collected for analysis in the Phase II Environmental Assessment. A Phase II Environmental Assessment is a report that details the environmental conditions at the property. The details of environmental assessments will depend on the past usage of the property.

This Phase I was conducted utilizing guidance from the following documents:

1. American Standards for Testing Materials (ASTM) E 1527-94, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process; and
2. Department of Natural Resources, Recycling Contaminated Lands in Wisconsin, Fact Sheet 3: Step One of Conducting a Thorough Environmental Investigation: Phase I Environmental Assessment and Phase II Scope of Work.

### **1.1 Purpose**

This Phase I Environmental Assessment was performed by the Wisconsin Department of Natural Resources (WDNR) as part of the U.S. Environmental Protection Agency and WDNR funded Brownfield Environmental Assessment Program conducted in Federal Fiscal Year 1997. The purpose of the program is to conduct a Phase I Environmental Assessment (and Phase II Assessments, if necessary) for municipalities to assess site conditions and to help market abandoned and/or tax delinquent properties that are under-utilized. An application process was used to allow municipalities to submit sites they believe have development potential, if not for suspected or perceived contamination.

### **1.2 Background**

The subject property, known locally as the Clarkson Coal Dock, has been owned by the C. Reiss Coal Company since September 1970. The property is part of a once thriving shipping and rail industry located on Ashland's waterfront, along the south shore of Lake Superior's Chequamegon Bay. See Figure 1 for a site location map. In the late 1800s, various saw mills were operated on the subject property. In later years, the dock was used for storage of coal and lesser amounts of Ag-Meal, an agricultural fertilizer consisting of finely ground limestone. These materials were transported to and from the subject property by both ship and rail. In recent years, other than the operation of an asphalt batch plant here in the summer of 1994, the subject property has been vacant.

According to the Ashland County Treasurer's office, the real estate taxes on the subject property, identified as Parcel 201-989-000, have been paid through 1996.<sup>1</sup> The City of Ashland

hopes to acquire the subject property with the intent of developing it as a municipal recreational vehicle park, consistent with the City's Waterfront Development Plan. According to the property owners and City officials, no previous environmental assessments of the subject property have been conducted. Historical usage of the subject property is more thoroughly reviewed in the **Property History** section of this document.

## **2.0 PROPERTY OVERVIEW**

The subject property is located at 321 North 11th Avenue East in Ashland. Information from the City of Ashland's Community Development/Zoning office describes the property as consisting of Lots 19 through 24, Block 9; all of Blocks 11, 12 and 13; Lots 12 through 16, Block 44; part of vacated Bay Street adjacent; less railroad right-of-way; all in Ellis Division. **Figure 2** is a copy of a lot map from the Community Development/Zoning office depicting the property, and **Figure 3** is a portion of a map of the City of Ashland. By the town and range method, the property is located in the northwest quarter of the northeast quarter, and the northeast quarter of the northwest quarter, of Section 33, Township 48 North, Range 4 West. The property is approximately 5.3 acres in size, and is irregularly shaped. The dock portion of the property protrudes northwesterly into Chequamegon Bay, while the southernmost end of the property includes land on both sides of Bay City Creek. It should be noted also that a survey of the subject property was not performed as part of this assessment, so some assumptions were made regarding the exact location of property boundaries.

Presently, the Clarkson Coal Dock is vacant. Other than the remnants of the wooden plank dock and old rail spurs, there are no buildings or other structures remaining. The property is located at the base of a hill, at an elevation of approximately 605 to 610 feet above mean sea level, or approximately 3 to 7 feet above the mean elevation of Lake Superior. The property is generally flat, with some shallow surface depressions. There are also earthen berms constructed near the southeastern and southwestern property boundaries.

According to the City's Community Development/Zoning office, the property is currently zoned Industrial 2 (Heavy). Land immediately south of the property is zoned Industrial 1 (Light), while zoning of lands within 0.5 miles of the subject property consists of a mixture of Highway Commercial, Waterfront District, Central Business District, and Single Family and Two Family Residential.<sup>2</sup> Current land use near the site consists mostly of residential dwellings and municipally owned property.

Based on WDNR files and case tracking lists, and information supplied by Environmental Data Resources, Inc. (EDR), the property is not listed as a RCRA facility, nor as a federal Superfund site (see Section 3.4). The property does not appear on the WDNR's tracking systems as an Environmental Repair or Leaking Underground Storage Tank site, nor are there any documented hazardous substance spills listed at this property.

## **2.1 Site Features**

The Clarkson Coal Dock is bounded on the north by Chequamegon Bay of Lake Superior, on the east by Chequamegon Bay and property owned by Ashland County, on the west by Bay City Creek and property owned by private individuals, and on the south by property owned by the City of Ashland, Wisconsin Central Ltd. (WCL), and by private individuals.

Other than the remnants of the wooden plank dock, the property currently has no buildings or structures remaining. Ground cover consists of a mixture of grass and small trees, wetland vegetation near Bay City Creek, and large areas of bare ground. The plank dock lies on the west side of the property, while rock rip-rap has been placed on the north and east margins where the property meets Chequamegon Bay. A sand beach exists along the Chequamegon Bay shore on Ashland County property, east of the subject property. As stated earlier, the former rail spur is visible as it transects the property, eventually paralleling the plank dock. It appears that the former rail spur has been covered in places with fill material.

It is obvious that over time, much of what is now the Clarkson Coal Dock was placed as fill. Based on readily available information, it is impossible to document early fill sources at this property. However, based on previous activities at the property, and investigations conducted in other parts of the City of Ashland, it is likely that the fill would have been made up of wood slabs and saw dust from the sawmill operation, as well as earthen material and possibly a limited amount of solid waste. Coal storage operations would also have contributed fill materials, consisting mainly of coal fragments. Additionally, based on an interview with the current property owner, an unspecified volume of fly ash from the local coal-fired utility was placed as fill on the property twenty to thirty years ago; this is discussed in more detail in Section 4.0. Further filling and grading apparently occurred in 1994, during the operation of an asphalt batch plant on the subject property; the fill placed at that time appears to consist of old broken asphalt pieces and gravel.

Drainage from the property occurs naturally. The property was never sewerred, likely because of the shallow depth of fill over groundwater (approximately at lake level).<sup>3</sup>

A potable water line to the property was disconnected in approximately 1992, at the time a new lift station for the City's sewage treatment plant was built. The lift station is located immediately southeast of the property, at the foot of the hill on North 11th Avenue East. According to the City of Ashland, the potable water line served the weigh station building at the property, northwest of the current lift station.<sup>3</sup> The weigh station building was apparently demolished prior to construction of the lift station.

According to Northern States Power Company (NSP), electrical service to the property was disconnected several years ago, but NSP was unable to determine when the service was disconnected. The electric service apparently ran to a hoist or crane on the property. The property has never had natural gas service.<sup>4</sup>

## **2.2 Potential Receptors and Environmentally Sensitive Areas**

Potable water supplies for the City of Ashland are drawn from Chequamegon Bay. The surface water intake pipe is located east of the subject property, with the end of the pipe being located approximately 600 feet northeast of the northern corner of the dock, at an approximate depth of 26 feet below the lake surface. The location of the pipe is shown on Figure 3. The City's pumphouse and surface water treatment plant are located approximately 150 feet east of the southeast corner of the subject property. Also located at the pumphouse facility is a well apparently constructed in a cistern-like fashion. This well, 37 feet deep and 57 feet in diameter, was completed in 1895. No well log or construction documentation is available. The well reportedly produces 55 gallons of water per minute under artesian conditions, and overflow is piped directly to Chequamegon Bay.<sup>3</sup>

In the past, this groundwater source made up as much as 7% of the City's drinking water supply. However, groundwater use was curtailed in July 1981 over concerns with potential contamination sources located uphill, and presumably upgradient, from the pumphouse. Groundwater is now used as a drinking water source for the City of Ashland only at times of high turbidity in Chequamegon Bay, when a small percentage of groundwater is added to the surface water prior to treatment. Other than the periodic high turbidity events, no problems have been reported for either groundwater or surface water quality in the vicinity of the Clarkson Coal Dock.<sup>3</sup>

The subject property is surrounded on three sides by water, and as stated above, the City of Ashland draws its potable water from Chequamegon Bay. Bay City Creek and its associated wetland area, on the property's western boundary, would be considered as an environmentally sensitive area. No other potential receptors, environmentally sensitive areas or endangered resources are known to exist in the immediate vicinity of the subject property.

## **2.3 Geologic and Physiographic Features**

The Ashland area is underlain by flat-lying sedimentary rocks of the Bayfield Group, consisting largely of red, poorly sorted arkosic sandstones and well sorted quartzose sandstones deposited during the Middle Proterozoic, approximately 1.1 billion years ago. The Bayfield Group ranges from 4,300 feet up to possibly 7,000 feet in thickness.<sup>5,6</sup> These bedrock units are overlain by the Copper Falls Formation, made up mostly of reddish-brown sandy glacial till. The Copper Falls Formation is in turn overlain by the Miller Creek Formation, consisting of reddish clayey glacial till and offshore clay and silt materials deposited between 9,500 and 11,500 years ago.<sup>7</sup> The Miller Creek Formation is the surficial geologic unit present near the Clarkson Coal Dock. These Pleistocene glacial deposits range in thickness from 100 to 200 feet in the Ashland area.

A well drilled in October 1994 as a test well for the City of Ashland Water Utility indicated red clay, sand and gravel strata to a depth of 115 feet, and red, white and purple sandstone layers from 115 to 700 feet. The test well was drilled approximately 0.75 miles southeast of the subject property. A copy of the formation log for this well was obtained from Layne-Northwest

Co., and is included in **Appendix E**, as are copies of geologic logs and well construction reports for wells in the Ashland area obtained from the Wisconsin Geologic and Natural History Survey.

Physiographically, Ashland is located in the Superior Lowland, in an area of lake-modified glacial topography characterized by a flat to gently undulating land surface.<sup>7</sup> The subject property is located at the base of a hill which was likely a pre-settlement shoreline of the lake. The hill is approximately 25 feet above the elevation of the subject property. Over the past 150 years, fill materials have been placed in many areas along Ashland's lake shore. It is likely that much of the subject property consists of historic fill materials placed on the bed of Chequamegon Bay and in the floodplain area adjacent to Bay City Creek.

### **3.0 PROPERTY HISTORY**

The subject property is currently owned by The C. Reiss Coal Company of Sheboygan, Wisconsin, which purchased the property from the Clarkson Coal and Dock Company on September 14, 1970. The following briefly describes the property ownership history, based on recorded deeds and miscellaneous records recorded in the Ashland County Registry. The title review was performed by Wisconsin Title, Inc.; a complete copy of Wisconsin Title, Inc.'s report is included in **Appendix B**.

The major portion of what is now the subject property was purchased by the Doherty Lumber Company in 1894. As indicated on the 1890 Sanborn fire insurance map (see Section 3.1), the former Ashland Lumber Company was built at this location in 1872. The land title records reviewed do not describe how, or if, the subject property was developed prior to 1872, nor do they indicate how or when the property was transferred from the Ashland Lumber Company to the Doherty Lumber Company (described as B. Doherty's Saw Mill on the 1890 Sanborn map). The Doherty Lumber Company property was in turn acquired by the Murray Lumber Company in 1900.

By 1909, the Clarkson Coal and Dock Company had acquired the Murray Lumber Company property, as well as additional lots adjacent to that land, which expanded the property to near its present dimensions. In 1937, the property was sold by [REDACTED], after a mortgage executed by Clarkson Coal and Dock Company was foreclosed. The property was acquired by the Arrowhead Coal and Dock Company from [REDACTED] in 1940. The Arrowhead Coal and Dock Company then sold the property back to the Clarkson Coal and Dock Company in 1950. The subject property was owned by the Clarkson Coal and Dock Company until its sale to the C. Reiss Coal Company in 1970.

The records review determined that no environmental liens were recorded against the subject property.

Although it is not possible to determine what products were actually manufactured during the time after the property was first developed, it is likely that products would have included standard materials generated from saw mills, such as structural and dimensional lumber. No

evidence has been encountered which would indicate that wood treating or preservation activities occurred on the property during its use as a saw mill.

Other than the operation of an asphalt plant on the subject property in the summer of 1994 (discussed in Section 4.0), it appears that the property has been used only for the storage of coal and agricultural limestone since the property was purchased by the Clarkson Coal and Dock Company.

No evidence of hazardous waste generation or disposal on the property was encountered in the course of this research. It is likely that small amounts of solid waste were generated during the time the property was in use. Past practices for solid waste disposal possibly included burning and/or burying the waste on the property (the 1890 Sanborn Fire Insurance map depicts a "REFUSE DUMP" adjacent to the sawmill building). There is no indication that large volumes of solid waste were either burned or buried on the subject property in the past.

Based on the records reviewed and conversations with local utility officials, the subject property did not appear to have any engineered wastewater disposal systems in the past. Due to the shallow depth of fill over groundwater and surface water, a sanitary sewer collection system was not installed here. No evidence was found of floor drains, open pipe discharges, drywells or settling/seepage ponds on the property. Past stormwater runoff would likely have exited the site much as it does now, through overland flow to the surrounding surface waters and/or percolation to groundwater. Other than the berm observed along the assumed southeastern property boundary during the property inspection, no indication of man-made stormwater controls have been encountered as part of this assessment. Based on the property's past usages, stormwater runoff would likely have contained sawdust after the property's initial development, and later coal dust as well as smaller amounts of agricultural limestone.

The property does not have any documented underground storage tanks or piping. Based on the interview of the current property owner, this is likely due again to the shallow fill depth. The property owner also indicated that it is probable that aboveground tanks and drums storing both oil for coal storage operations (used for dust suppression and cold weather "flowability") and vehicle fuel would have been present here in the past; however, this information is not detailed as to the storage location(s) or any possible spills or leakage. No information regarding other chemical storage or usage on the property was discovered.

As discussed above, the historical record does not contain any evidence of waste disposal areas (other than the "REFUSE DUMP") or likely sources of hazardous substance releases. The Hazardous Materials Coordinator for the Ashland Fire Department did not recall any responses by the Fire Department to hazardous substance releases at the subject property.<sup>8</sup>

### **3.1 Sanborn Maps**

As part of the Phase I, a review of Sanborn fire insurance maps provided by EDR Sanborn, Inc., was performed. Sanborn maps from the years 1890, 1895, 1901, 1909, 1923, 1946, and 1951 were reviewed. Copies of the maps are included in Appendix C. The following describes the results of this review:

- 1890 - The subject property is identified on the map as "B. Doherty's Saw Mill (Formerly Ashland Lumber Co.), Built 1872". The map indicates that the property was located at the terminus of North Whittlesey Avenue. Structures on the property included an irregularly shaped saw mill located along the east bank of Bay City River (now Creek), two smaller outbuildings, and a dock. The saw mill consisted of a bandsaw, lath and shingle machines, and a lath mill, all located adjacent to a rail trestle platform which spanned the creek. An area on the east side of the saw mill is identified on the map as a "REFUSE DUMP". A logway ran from the northeast corner of the saw mill to Chequamegon Bay. One of the outbuildings was an oil house, located approximately 75 feet northwest of the saw mill and 25 feet from the creek bank. The second outbuilding, a black smith shop, was located along the east bank of the creek where it entered Chequamegon Bay. The map depicts lumber and slab piles on the dock, as well as three trestle tramways which extended to the end of the dock.
- 1895 - The property is identified on the map as "Doherty's Lumber Co.". Structures on the property appear to be the same as the 1890 map, with the addition of two ice houses along the east property boundary/Chequamegon Bay shore.
- 1901 - The property is identified on the map as "Murray Lumber Co. Saw Mill & Lumber Yard"; the map indicates that the saw mill was built in 1899. The Murray saw mill was located in a different area on the property than the Doherty saw mill, more towards the center of the shore end of the property, approximately 145 feet east of the east bank of the Greene River (Bay City Creek). The saw mill appeared to be situated along the axis of the logway which appeared on the 1890 and 1895 maps. The map's descriptions of the saw mill structures are illegible. Of the previously described outbuildings, only the black smith shop and the ice house near the southeast corner of the property are depicted on this map. The dock is drawn with one rail tramway, and is described as lumber piled over a slab dock, except for the final 325 feet extending into Chequamegon Bay, which is described as lumber piled over water. On this map, the dock is approximately 1,300 feet in length; dock widths appear similar to the previous maps.



- 1909 - The property is identified on the map as "The Clarkson Coal & Dock Co. Coal Dock". No evidence of former saw mill operations are depicted on the map, and the logway had apparently been filled by this time. A small office was located at the terminus of North Whittlesey Avenue, and the somewhat larger black smith shop is shown near the east bank of the creek mouth, in a similar position as is depicted on the 1890 and 1895 maps. No ice houses are shown on the map. The map depicts an unloading crane trestle along the west side of the dock, as well as coal tramways running the length of the dock, and an area labeled "COAL POCKETS" on the south end of the dock. The coal tramways were connected to rail sidings on the shore portion of the property. The rail sidings entered the property by crossing the creek on the south end of the property.
- 1923 - The property is identified on the map the same as the 1909 map. The small office structure is depicted on the east side of the terminus of North Whittlesey Avenue. The black smith shop from previous maps is not shown on the 1923 map, nor are any ice houses. A shelter house is depicted at the south end of the dock, approximately 40 feet west of the east property boundary/Chequamegon Bay shore. The dock is described as a planked dock built on wood piling. The unloading crane trestle, coal tramways, coal pockets, and rail sidings appear similar in configuration to the 1909 map.
- 1946 - The property is identified on the map the same as the 1909 and 1923 maps. All structures appearing on the 1923 map are similarly depicted on the 1946 map. Also, the black smith shop is again pictured near the east bank of the creek mouth, and a smaller structure with an illegible description is depicted approximately 40 feet south of the black smith shop, along the east bank of the creek. The unloading crane trestle, coal tramways, coal pockets, and rail sidings also are depicted in a configuration similar to the 1909 and 1923 maps.
- 1951 - The property is identified on the map as "The Clarkson Coal Co. Coal Dock". All structures appearing on the 1946 map are similarly depicted on the 1951 map. Also, a small structure with an illegible description is depicted adjacent to the north side of the shelter house. The dock's coal tramways are not present on this map, but the unloading crane trestle, coal pockets and rail sidings are depicted in a configuration similar to the previous maps.

### **3.2 Air Photographs**

A review of available air photographs was conducted as part of the Phase I. Four photographs were reviewed as part of this effort. The first, a 1951 photo obtained from WDNR files, was compared with the 1951 Sanborn map. The unloading crane trestle, blacksmith shop, shelter house, and possibly the office, as well as another building along the east bank of the creek near the WCL rail line, are visible in the photo. The most prominent features on the photo are piles of coal. A photocopy of this photo did not reproduce well, so it was not included in this report.

The second photo is an undated picture provided to WDNR by Koch Carbon. Based on the interview with the current property owner and the apparent ages of automobiles in the photo, it is assumed that the picture was taken in the mid 1950s. Structures and other features on the subject property appear similar to the 1951 photo, with the exception of a pile of Ag-Meal visible near the east bank of Bay City Creek, in the lower center of the photo. A copy of this photo is included as **Figure 5**.

Two photos, dated 1980 and 1986, were obtained from the U.S. Department of Agriculture's Natural Resources Conservation Service (USDA NRCS). In the 1980 photo, the black smith shop has been removed, and the small office building appears somewhat larger than earlier photos. The unidentified building from earlier photos, along the east bank of the creek, is still present. The property appears to be more wooded, and much less coal appears to be present. The coal present may in fact have been only remnants of former coal piles. A copy of this photo has been included as **Figure 6**. The 1986 photo is not as clear as the other photos, but it appears that all buildings on the property have been removed by this time. Either small coal piles or remnants of former piles are visible, and the remainder of the property appears more wooded than in the 1980 photo.

### **3.3 City Directories**

A review of available city directory data was performed by EDR Sanborn, Inc. This review was intended to identify obvious uses of the subject property and surrounding properties, from the present back to 1939. Identified uses of the subject property included Clarkson Coal Co. in 1939 and 1947, and Clarkson Coal Dock Wholesalers in 1956 and 1960. The search address was not listed in the city directories for the years 1964, 1970, 1975, 1980, 1985, 1990 or 1996. The use identified with surrounding properties in 1939, 1947, 1956, 1960, 1964, 1970, 1975, 1980, 1985, 1990 and 1996 was residential. A complete copy of the EDR Sanborn, Inc., search results is included in **Appendix C**.

### **3.4 Records Review**

The ASTM E 1527-94 standard for Phase I reports requires the review of certain government lists for potential contamination sites in order to identify those sites which are located within a variety of search distances from the property being assessed. Table 3-1 identifies the lists that were searched in compliance with ASTM E 1527-94, the corresponding search distances, the last update of the specified sources, and the number of sites found within the corresponding search distances. A summary of the search results follows. The complete report from EDR can be found in **Appendix C**.

**TABLE 3-1 SOURCE LISTS AND SEARCH DISTANCES**

<b>Source List</b>	<b>Search Distance</b>	<b>Last Update</b>	<b>Number Found</b>
NPL	1 mile	12/01/96	0
CERCLIS	0.5 miles	12/31/96	0
RCRA-TSDFs	1 mile	10/31/96	0
RCRA-Generators	0.25 miles	10/31/96	0
ERNS	Property	12/31/96	0
State Hazardous Waste Sites a. State Hazard Ranking List b. WRRSER c. BRRTS List	Varies from Property to 1 mile	a. 11/30/94 b. 10/01/95 c. 09/27/97	0 0 See Summary
Spills (not required by ASTM E 1527-94)	Property & Adjoining	04/01/96	0
State Solid Waste Sites a. Registry of Waste Disposal Sites List b. Solid Waste Disposal Facilities List	a. 0.5 miles b. 0.5 miles	a. 06/01/96 b. 06/01/96	0 0
State USTs	Property & Adjoining	02/20/96	1 (See Summary)
State LUSTs	0.5 miles	09/29/97	5

**Summary:**

NPL - National Priorities List (Superfund), compiled by the U.S. Environmental Protection Agency (USEPA). This is a list of sites with the highest priority for cleanup by the federal government under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986. Because of the high priority and severity of contamination at these sites, a one mile search distance is required by ASTM 1527-94. No NPL sites were located within one mile of the subject property.

CERCLIS - Comprehensive Environmental Response, Compensation and Liability Information System, compiled by the USEPA. This is a listing of sites that have been or are currently being

investigated for the USEPA for potential environmental contamination and possible inclusion on the NPL. No CERCLIS sites were located within 0.5 miles of the subject property.

**RCRA-TSDFs** - Resource Conservation and Recovery Act Treatment, Storage or Disposal Facilities, compiled by USEPA. This is a listing of facilities on which the treatment, storage or disposal of hazardous wastes is regulated under RCRA. No RCRA-TSDFs were located within 1 mile of the subject property.

**RCRA-Generators** - Those facilities that generate hazardous waste and are regulated by RCRA. Many facilities are regulated as RCRA generators, and are classified based on the quantity of hazardous waste generated at the facility on an annual basis. No RCRA generators were located within 0.25 miles of the subject property.

**ERNS** - Emergency Response Notification System, compiled by USEPA. This is a list of spills in quantities greater than the reportable quantity required in CERCLA which have been reported to USEPA. No spills on the subject property were reported in ERNS.

**State Hazardous Waste Sites** - ASTM E 1527-94 requires the identification of sites with investigation or remediation that is regulated by the state and are considered to be equivalent in nature to federal NPL and CERCLIS sites. WDNR maintains three lists which identify sites regulated by WDNR's Remediation and Redevelopment Program, including the State Hazard Ranking List (Wisconsin's equivalent to the NPL), the Wisconsin Remedial Response Site Evaluation Report (WRRSER) list, and the Bureau for Remediation and Redevelopment Tracking System (BRRTS). A former manufactured gas (coal gasification) plant was included on the BRRTS list (and in the EDR report); the site is located approximately 0.5 miles southwest of the subject property. Contaminants from this site are not considered to be an environmental concern to the subject property. No other sites from the WDNR lists were located within the respective search distances from the subject property.

**Spills** - A list of spills or releases of hazardous substances to the environment is maintained by WDNR. However, the ASTM standard does not require sites in this source to be identified. No spills on the subject property were identified in the WDNR spills database.

**State Solid Waste Sites** - WDNR maintains lists of active and abandoned solid waste disposal sites (landfills). The ASTM standard requires a search distance of 0.5 miles for these sites. No landfills were identified within the specified search distance from the subject property.

**State USTs** - The Wisconsin Department of Commerce (formerly Industry, Labor and Human Relations) regulates the storage of flammable and combustible liquids in underground storage tanks (USTs), and maintains lists of registered USTs. The database search results from EDR listed all registered USTs, except for fuel oil, within 0.25 miles of the subject property. One property with registered USTs was located in EDR's database search. However, based on the author's knowledge of the Ashland area, this property (Lakeview Mobil) has been incorrectly identified by EDR as being located within the search distance; this property is actually located

approximately 1.4 miles southwest of the subject property. Another UST site with potential significance to this assessment, listed in EDR's *Orphan Summary*, is identified as the Ashland Wastewater Conveyance at 11th Avenue East. This listing presumably refers to the Ashland Wastewater Utility's lift station on a property adjoining the subject property. As discussed in the **Physical Reconnaissance** section of this report, the lift station has a 1,000 gallon diesel UST which is used to power the station's generator.

State LUSTs - WDNR maintains a list of sites with leaking underground storage tanks (LUSTs), which is also part of the BRRTS. ASTM E 1527-94 requires a search of LUST sites within 0.5 miles of the subject property. A review of BRRTS indicates the following 5 LUST sites located within the search distance:

1. Ashland ICO Station, 1802 East Lake Shore Drive
2. Eder Brothers, 1301 East Lake Shore Drive
3. Holy Family Church (Former), 106 Willis Avenue
4. Northern States Power Company Garage, 123 North Prentice Avenue
5. Our Lady of the Lake Junior High School, 118 2nd Avenue East

All of these LUST sites are located at elevations higher than that of the Clarkson Coal Dock. Of these sites, Eder Brothers is nearest to the subject property. However, it is unlikely that contaminants from any of these sites pose an environmentally significant threat to the Clarkson Coal Dock. A copy of the BRRTS report has been included as **Appendix D**.

#### **4.0 INTERVIEWS**

Prior to conducting a physical inspection of the property, an attempt was made to interview the property owner, as well as other individuals with knowledge of the property's history. Contact was initiated with Koch Carbon, Inc., of Wichita, Kansas (listed as the current property owner on the BEAP application submitted by the City of Ashland). Koch Carbon, Inc., in turn referred WDNR to William A. Reiss, Jr., President of the C. Reiss Coal Company. Mr. Reiss was interviewed by telephone on September 30, 1997; a copy of the interview questionnaire (excerpted from ASTM E 1528-93) was then faxed to Mr. Reiss so that the questions could be asked of other company employees familiar with the property. A follow-up telephone interview was then conducted with Mr. Reiss on October 27, 1997.

Mr. Reiss indicated that the subject property was purchased by the C. Reiss Coal Company in 1970, and that Mr. Reiss started working for the company in 1973. Mr. Reiss said that the C. Reiss Coal Company is a wholly-owned subsidiary of Koch Carbon, Inc., since being purchased by Koch Carbon in 1986. Koch Carbon is in turn a subsidiary of Koch Industries of Wichita, Kansas.

Mr. Reiss said that the property was used for the storage of coal, and smaller amounts of Ag-Meal, an agricultural fertilizer made from finely ground limestone. Mr. Reiss also indicated that he believed the property was zoned Heavy Industrial. Mr. Reiss then said that the property had

been vacant for at least six or seven years, and had not been used for coal storage in at least ten years. Other than coal storage, the only other use of the property that Mr. Reiss knew of was the operation of an asphalt batch plant by Mathy Construction on the property. Originally, Mr. Reiss thought the plant operated six or seven years ago, but after checking with other company employees, Mr. Reiss determined that the asphalt plant was operated on the property in the summer of 1994.

In response to a series of questions, Mr. Reiss stated that to the best of his knowledge, the property and adjoining properties are not used as gasoline stations; motor repair facilities; commercial printing facilities; dry cleaners; photo developing laboratories; junkyards or landfills; or waste treatment, storage, disposal, processing or recycling facilities; nor have the subject property or adjoining properties been used for these purposes in the past. Mr. Reiss also said that no damaged or discarded automotive batteries, pesticides or other chemicals are stored on the property currently, nor were they in the past.

Mr. Reiss said that he was not aware of any drums or sacks of chemicals on the property currently, but that drums of oil, diesel and possibly gasoline to run equipment would have likely been present in the past, during the normal course of business operations. Mr. Reiss also said he was not aware of any registered or unregistered storage tanks (aboveground or underground) located on the property, but that he would imagine, during the course of normal business operations, there would have been some oil storage in aboveground tanks in the past. This oil would have been used for treating coal for dust suppression and cold weather "flowability".

Originally, Mr. Reiss indicated that he was not aware of any fill dirt being brought onto the property. However, after checking with his company's operations manager, Mr. Reiss said that fly ash from the local coal-fired utility was brought onto the property twenty to thirty years ago, and used as fill. Mr. Reiss did not specify the volume of fly ash deposited on the property, nor the location(s) where fly ash was deposited.

Mr. Reiss said he was not aware of any waste treatment or disposal pits, ponds or lagoons, nor was he aware of any vent pipes or fill pipes, stained soil, or staining of floors, drains or walls by substances other than water. Mr. Reiss also stated that the property did not discharge wastewater on or adjacent to the property, and that he was not aware of any dumping, burying or burning of hazardous substances, petroleum products, tires, automotive or industrial batteries, or other waste materials on the property. Additionally, Mr. Reiss stated that he was not aware of any transformers, capacitors or hydraulic equipment which contained polychlorinated biphenyls (PCBs) on the property.

Furthermore, Mr. Reiss indicated that he did not believe the property had a potable well in the past. Mr. Reiss also said that he did not have any knowledge of any environmental liens or notification of violations of environmental laws on the property, nor was he aware of the past or current existence of hazardous substances, petroleum products, or environmental violations with respect to the property. Mr. Reiss said that he was not aware of any past, threatened or pending lawsuits or administrative proceedings concerning the release of hazardous substances

or petroleum products by any owner or occupant of the property.

Mr. Reiss then discussed the air photo of the property which Koch Carbon, Inc., had sent to WDNR (see Section 3.3 and Figure 5). Mr. Reiss said he did not know the date of the photo, but judging from the appearance of the automobiles in the photo, he would guess the photo was taken in the mid-1950s. Mr. Reiss indicated that a pile of Ag-Meal is visible near the center of the photo.

An interview was also conducted with [REDACTED] on November 11, 1997, after the site inspection had been conducted.

[REDACTED] indicated that they own the properties at [REDACTED], and have lived at this location for [REDACTED]. According to [REDACTED] the subject property has not been used for coal storage in eighteen to twenty years. [REDACTED] indicated that when the property was used for coal storage, a weigh station was located east of 11th Avenue near the present entrance to the property, and a warming shack with a shower was located on the west side of the avenue, north of the active rail line.

[REDACTED] indicated that the asphalt plant was set up on the western portion of the subject property, north of the active rail line. Gravel fill which is evident on the rail spur which runs out onto the dock was placed by the paving company so the company's trucks could access that portion of the dock east of the rail spur. [REDACTED] also said that the elevated area parallel to the creek in the southwest portion of the property, originally thought by WDNR to be the remains of a road, was actually surficial material which was moved when the property was being prepared for the asphalt plant. The material was bulldozed up to create a level spot for the plant. [REDACTED] also said that berm-like structure noted by WDNR on the assumed southeast property boundary was bulldozed up to prevent water from draining onto the subject property from the east.

[REDACTED] had no recollection of any spills or hazardous substance releases on the subject property, nor could they recall any other unusual circumstances that might be of interest in this Phase I Assessment.

## **5.0 PHYSICAL RECONNAISSANCE**

On October 14, 1997, WDNR received a copy of the access agreement made between the City of Ashland and the C. Reiss Coal Company for purposes of conducting the Phase I site inspection. A copy of the access agreement is included as Appendix A. At 11:00 a.m. on the morning of November 6, 1997, the subject property was inspected by WDNR employees Terry Koehn, James Dunn and Chris Saari. The City of Ashland was informed of the time and date of the inspection, and an invitation was offered for City personnel to take part, but the City declined the invitation. Mr. Saari returned to the property on the afternoon of November 7, 1997, to take additional photographs.

A photoionization detector (PID) was brought to the subject property on the day of the inspection. However, nothing was observed on the property that was considered to be significant enough to require field screening with the PID.

As stated previously, the subject property is currently vacant. No buildings or structures remain on the property, and no building foundations or other evidence of former structures were observed during the inspection. Vehicular access to the property is restricted by a locked cable stretched between two wooden posts at the terminus of North 11th Avenue East, just north of the WCL rail line transecting the southeastern side of the property. The avenue extends as a gravel road onto the subject property. While photographing the property on November 7, 1997, Mr. Saari met a fisherman on his way to the northern corner of the dock, as well as two individuals walking a dog. Based on the amount of solid waste (trash) and the remains of small campfires observed on the subject property, it appears that members of the public routinely enter the property. A noticeable amount of solid waste is scattered across the subject property, and is consistent with household-type garbage, including plastic soda bottles, wood debris, spray paint cans, and part of an overhead garage door.

The inspection route began at the main gate, and proceeded northeasterly towards the mouth of Bay City Creek and the shore end of the wooden plank dock. In this area, the terrain is relatively flat, with some shallow depressions noted. The bases and sides of the depressions have a rust-colored staining. The western rail spur depicted on the topographic and Sanborn maps has been removed, and the former rail grade is no longer evident. The ground cover in this area is a mixture of broken asphalt pieces, gravel, coal fragments, and scattered patches of grass and weeds. An irregularly-shaped area of soil staining, approximately fifteen feet by thirty feet in size, was observed along this traverse. The staining appears to consist of weathered asphalt oil or used motor oil.

Near the mouth of Bay City Creek, the foliage becomes fuller and better developed. The area adjacent to the creek's east bank, upstream from the mouth, is also more heavily vegetated, with plants typical of a wetland environment predominant. Parallel to the creek bank, a berm-like structure was observed, raised relative to the adjacent land surface. During the inspection, this raised section was thought to be the remnants of a road observed in the air photo obtained from Koch Carbon. However, based on information provided by [REDACTED] (discussed above), this section was actually raised during site levelling activities for the asphalt plant, which was located immediately east of the raised section.

The downstream rail trestle which was formerly connected to the western rail spur now appears to be used as a foot bridge, providing access across the creek. An additional trestle located upstream is still utilized as part of the active WCL rail line discussed previously. The remains of another former rail trestle still further upstream are visible along both banks of the creek. The southern-most portion of the subject property, bordering the creek and south of the WCL rail line, appears to be a wooded floodplain with substantial wetland vegetation. The Kuglers indicated that at one time, a rail spur which utilized the furthest upstream trestle terminated in this area. The only visible evidence of development in this portion of the property are the remnants of the former rail trestle, and the elevated grade of the former rail spur.



The southeast portion of the property, adjacent to the active rail line, was next inspected. The Ashland Wastewater Utility's main lift station is located south of the rail line. During this portion of the inspection, the vent pipe and manway cover for an underground storage tank (UST) were observed at the southern corner of the lift station. According to the Wastewater Utility, this UST is a 1,000 gallon tank storing diesel fuel which powers the generator at the lift station. The tank was installed in 1991, and has reportedly been upgraded to meet Wisconsin Department of Commerce requirements for USTs. Construction of the lift station was started in 1991 and completed in 1992.<sup>9</sup>

Also observed were what appeared to be the protective cover pipes for two adjacent 2-inch diameter groundwater monitoring wells near the southeast corner of the lift station. The cover pipes have locking caps, although only one of the wells is actually padlocked. The unlocked well does not have a watertight cap on the casing. The ground surface seal on the unlocked well appears to be in disrepair, and the cover pipe has apparently been affected by frost heave. According to the Ashland Wastewater Utility, one of the wells was likely installed to dewater the area during construction of the lift station. The Utility spokesman thought the second well may have been used to monitor artesian conditions near the water treatment plant.<sup>9</sup>

In the southeast corner of the subject property, another berm-like structure was observed along the assumed southeastern property line. This structure appears to consist of earthen materials, with a large percentage of railroad ties, timbers, and numerous coal fragments mixed in. As discussed previously, the [REDACTED] thought this material was moved to prevent water from the marshy tract of Ashland County land to the east from draining onto the subject property. The land on either side of the berm is somewhat low and wet.

Following the assumed southeast property boundary to the northwest, the subject property remains flat. A sand beach is located at the lake shore and continues to the east on Ashland County land, while the subject property's dock protrudes from this point into the lake towards the northwest. The subject property's eastern shoreline consists of a sand beach with much fragmented coal and broken brick near the shore end, and rock rip-rap farther out into the lake. Material which appears to be broken boiler brick is mixed in with the rip-rap in places. Rusted and crushed metal drums, rusted cables and steel banding were also observed along the rip-rap portion of the dock. The ground surface on the southeast side of the dock near shore is mainly covered with gravel. A patch of weathered soil staining, less than five feet in diameter, was observed approximately thirty feet west of the dock's southeast side in this graveled area; the staining appears to consist of used motor oil.

The majority of the ground surface on the dock portion of the property consists of coal fragments at least six inches in depth, with some scattered grass and weeds, and small trees near the northwest end of the dock. Also observed near the northwest end of the dock was an approximate ten feet by twenty feet asphalt "patch". The northwest shore of the dock consists of more rock rip-rap.

The wooden plank dock, located on the property's southwestern edge, is in very poor condition. The plank decking is completely missing, and large sections of support timbers are also missing. The rail spur paralleling the plank dock is still present, although the spur is covered with gravel in some areas. No soil staining was observed along the rail spur.

## **6.0 FINDINGS**

### **6.1 Conclusions**

Based on the results of the Phase I research, the following conclusions can be drawn regarding the subject property:

- The subject property has a history of development exceeding 120 years, including saw mill and coal storage operations.
- Except for the operation of an asphalt batch plant on the property in the summer of 1994, the property has been vacant and unused for at least the past 10 years.
- The only structure currently remaining on the property is a wooden plank dock; the plank dock is in very poor condition.
- Much of the property, including the dock itself and areas adjacent to Bay City Creek and Chequamegon Bay, is likely built on fill material of generally unknown origins.
- No stormwater controls or utility services remain on the property.
- The subject property is relatively flat, with limited vegetation and large areas of bare ground.
- Large portions of the dock are covered with at least 6 inches of coal fragments. Other bare ground areas on the property are covered with broken asphalt and gravel.
- The property is bordered by surface water on three sides. Other than the surface waters and associated wetlands, no other potential receptors or environmentally sensitive areas have been identified in the immediate vicinity of the subject property.
- No hazardous waste storage or disposal or hazardous substance releases have been documented on the property.
- The subject property appears to be accessed by the public on a routine basis.

### **6.2 Recommendations**

After evaluating the information obtained during this assessment, the following recommendations can be made:

- The potential human health and environmental threats posed by coal fragments and any residual oil from past coal oiling operations should be assessed. Possible threats could include direct contact, and contamination of surface water and groundwater resources.
- The potential for past hazardous substance releases along the existing and removed rail spurs should be assessed.

- The significance of the observed stained soil areas and asphalt residuals should be assessed.
- An attempt should be made to better document the location(s) of fly ash deposited as fill on the property in the 1960s and 1970s. A determination should be made as to whether the fly ash poses a threat to human health or the environment.
- The possibility exists that wood treating and preserving processes occurred on the subject property during the time that saw mills were operated here. The potential for contamination from these processes should be assessed.
- The potential physical hazards present on the property, such as the wooden plank dock and rock rip-rap areas, should be assessed.

## **7.0 LIMITATIONS OF THIS PHASE I SITE ASSESSMENT**

This report was prepared by the WDNR in cooperation with the City of Ashland as part of a program to assist municipalities wishing to market potentially contaminated properties for redevelopment. This study is not intended to be a definitive study of environmental conditions at the site. The information contained in this report is based on readily available, practically reviewable information as defined in ASTM E 1527-94 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". Information provided by others has been accepted as true and correct. The conclusions presented in this report are professional opinions of WDNR staff which are based on the information reviewed for this report.

Users of this report are cautioned that site conditions may change over time due to natural processes or activity on the site or adjacent properties. Additional conditions may also exist at the site that could not be identified based on the limited scope of this investigation. Users of this report should also be aware that a certified land survey of the subject property was not performed as part of this assessment, so some assumptions were made as to the exact location of property boundaries. In addition, this report does not address certain potential environmental issues at the property such as lead paint, asbestos or radon.

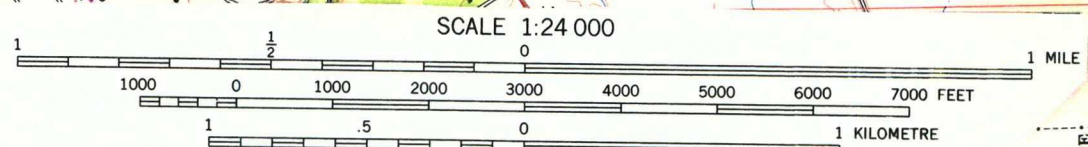
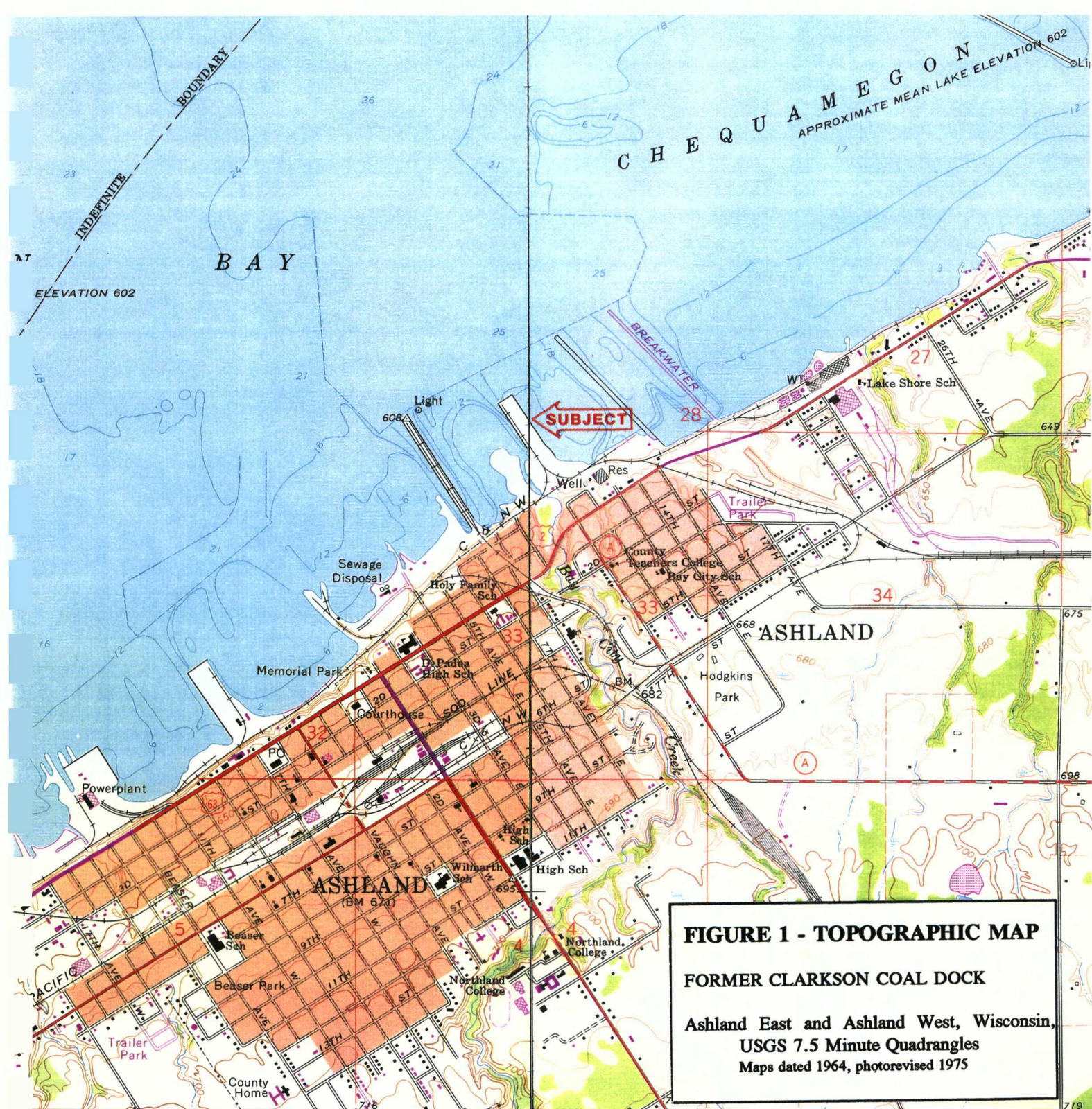
If you have additional questions concerning this report you may contact the WDNR, Bureau of Remediation and Redevelopment, 101 S. Webster Street, P.O. Box 7921, Madison, WI 53707. Information reviewed for this report is available as a public record from the WDNR.

## **8.0 REFERENCES**

- 1 - Personal communication with Ashland County Treasurer's Office, December 17, 1997
- 2 - Numerous personal communications with City of Ashland Community Development/Zoning office, July, August and September 1997.
- 3 - Numerous personal communications with City of Ashland Water Utility employees Dave Anderson, Pat Hunt and Bob Klamerus, August and September 1997
- 4 - Personal communication with Northern States Power Company employee Bobbi Rongstad, August 28, 1997
- 5 - LaBerge, Gene, *Geology of the Lake Superior Region*, GeoScience Press, Inc., 1994, pages 165-167
- 6 - Sims, P.K., *Geologic Map of Precambrian Rocks, Southern Lake Superior Region, Wisconsin and Northern Michigan*, U.S. Geological Survey, 1992
- 7 - Clayton, Lee, *Pleistocene Geology of the Lake Superior Region, Wisconsin*, Wisconsin Geological and Natural History Survey, 1984, pages 1-20
- 8 - Personal communication with Lt. Tom Grahek, Hazardous Materials Coordinator, Ashland Fire Department, December 2, 1997
- 9 - Personal communications with City of Ashland Wastewater Utility employee Dave Wosepka, December 3 and 19, 1997

## Figures





CONTOUR INTERVAL 10 FEET  
 DOTTED LINES REPRESENT 5-FOOT CONTOURS  
 NATIONAL GEODETIC VERTICAL DATUM OF 1929  
 DEPTH CURVES AND SOUNDINGS IN FEET—DATUM IS LOW WATER 601.6 FEET



UTM GRID AND 1975 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

THOPE  
 METERY

CORPORATE  
 LINE



# DIVISION

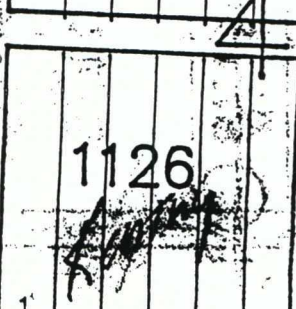
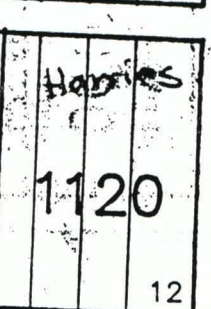
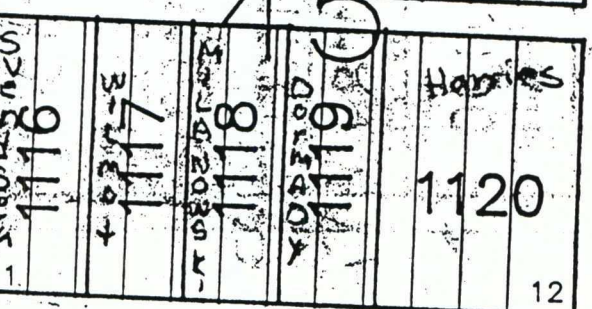
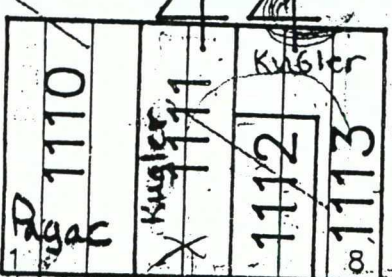
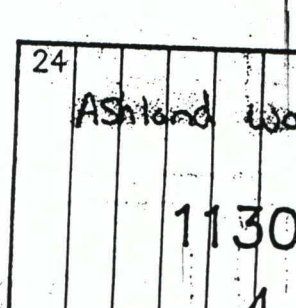
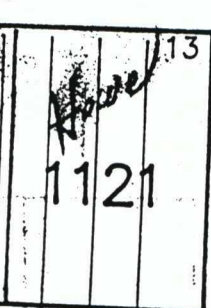
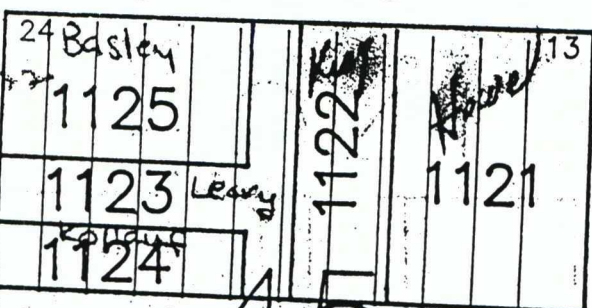
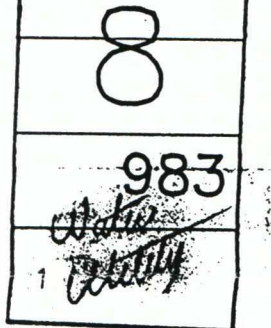
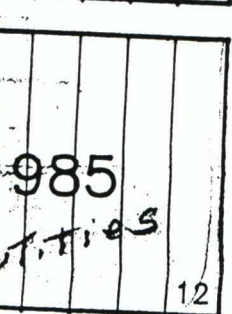
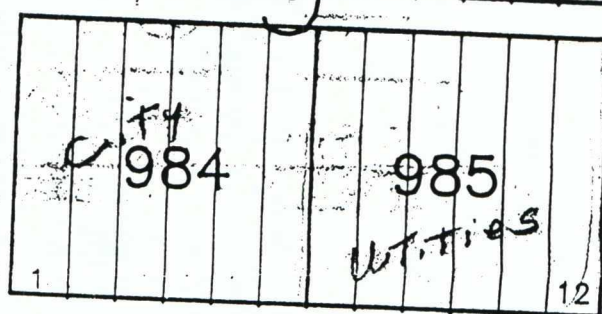
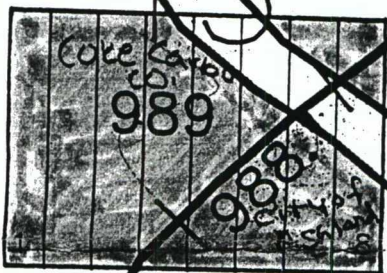
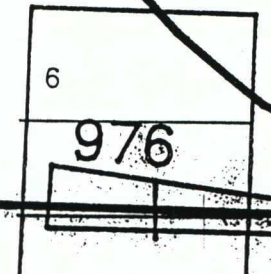
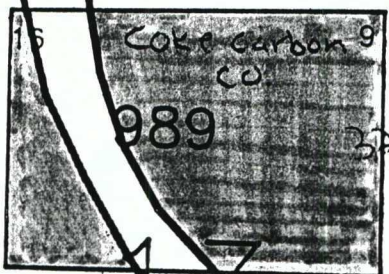
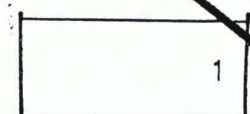
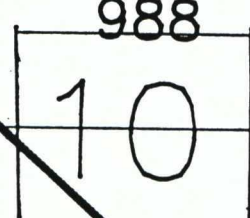
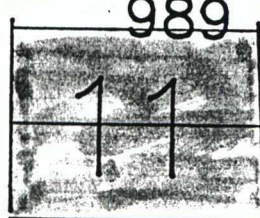
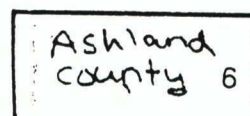
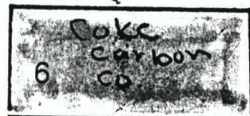
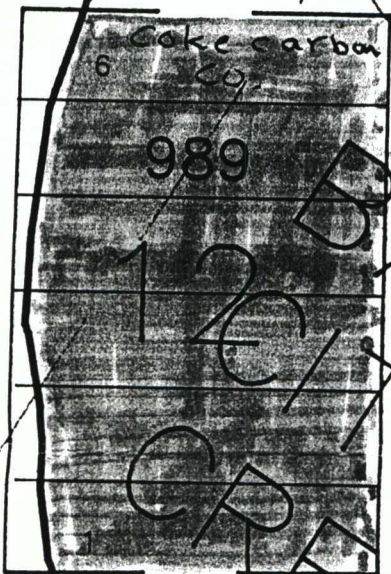
FIGURE 2 - LOT MAP

FORMER CLARKSON COAL DOCK

Shaded area indicates property boundary  
based on lot and block description

Map Prepared From City of Ashland Community  
Development/Zoning Office Map

Clarkson Coal Dock



HILL

12TH



# MAP OF ASHLAND, WISCONSIN.

FIGURE 3 - CITY MAP

FORMER CLARKSON COAL DOCK

Map From City of Ashland Engineering Department

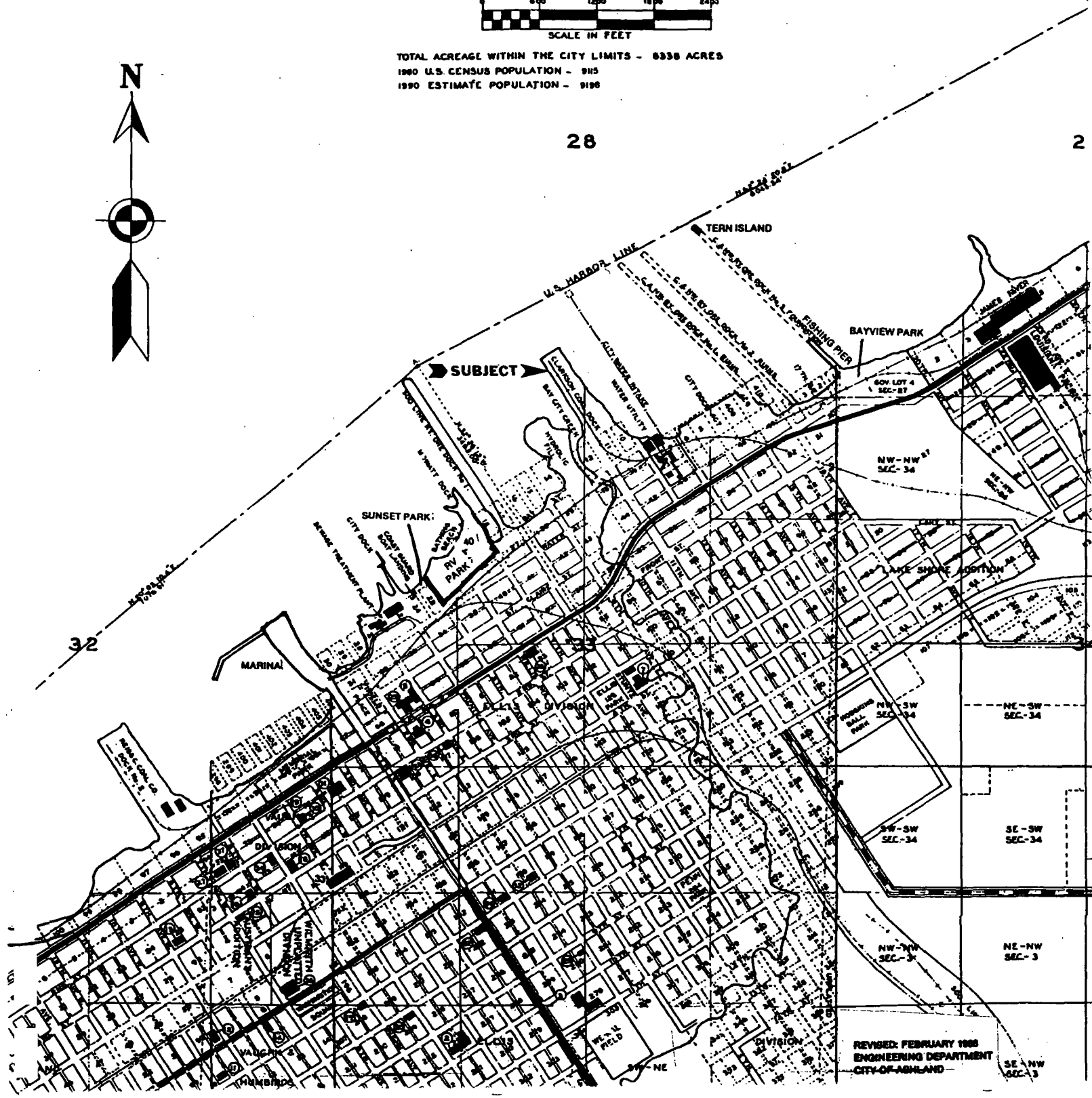


TOTAL ACREAGE WITHIN THE CITY LIMITS - 6338 ACRES  
1980 U.S. CENSUS POPULATION - 9115  
1990 ESTIMATE POPULATION - 9196



28

2



REVISED: FEBRUARY 1988  
ENGINEERING DEPARTMENT  
CITY OF ASHLAND



North

# FIGURE 4 - SITE MAP

FORMER CLARKSON COAL DOCK

Scale: 1 inch approximately  
equal to 200 feet

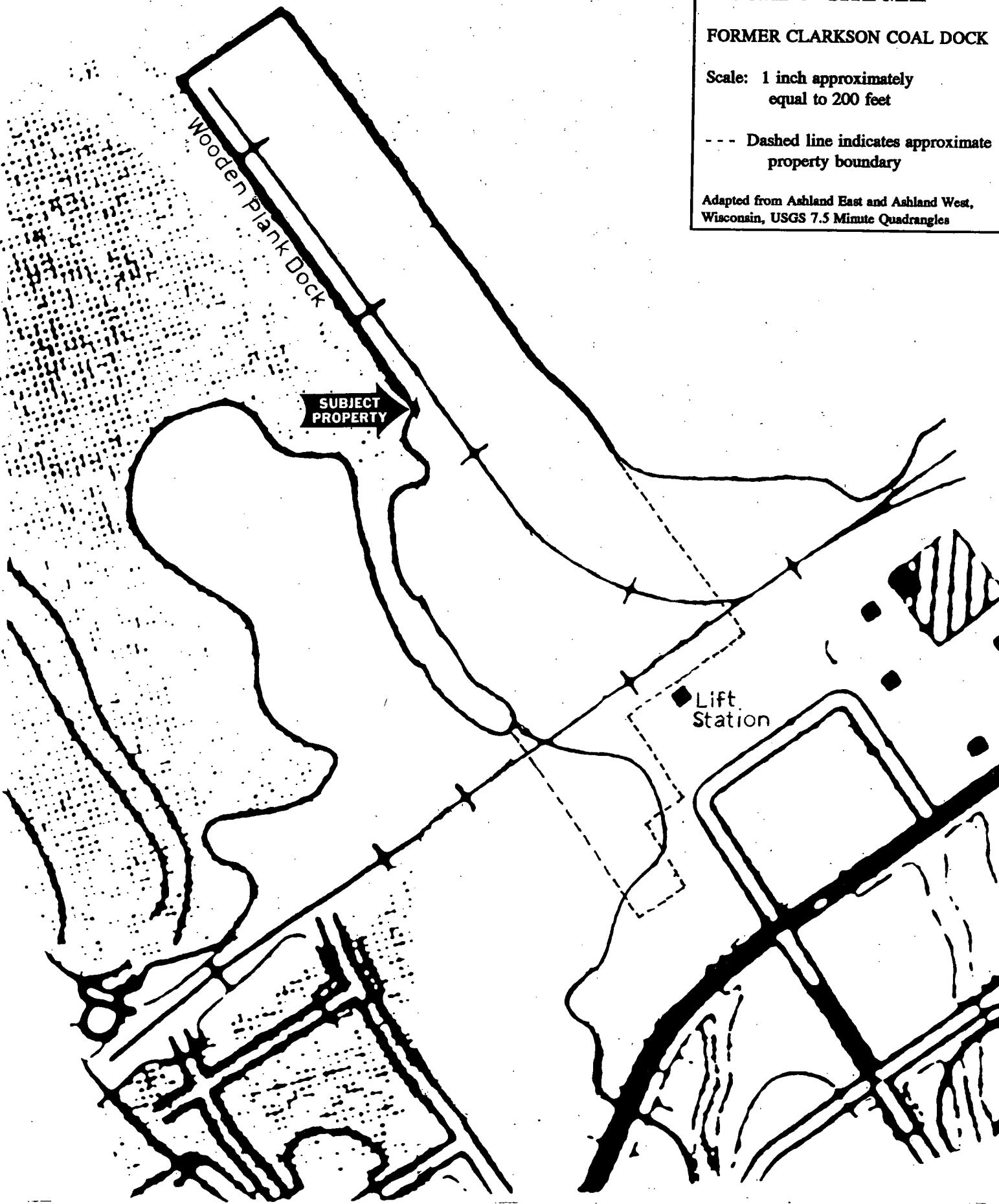
--- Dashed line indicates approximate  
property boundary

Adapted from Ashland East and Ashland West,  
Wisconsin, USGS 7.5 Minute Quadrangles

Wooden Plank Dock

SUBJECT  
PROPERTY

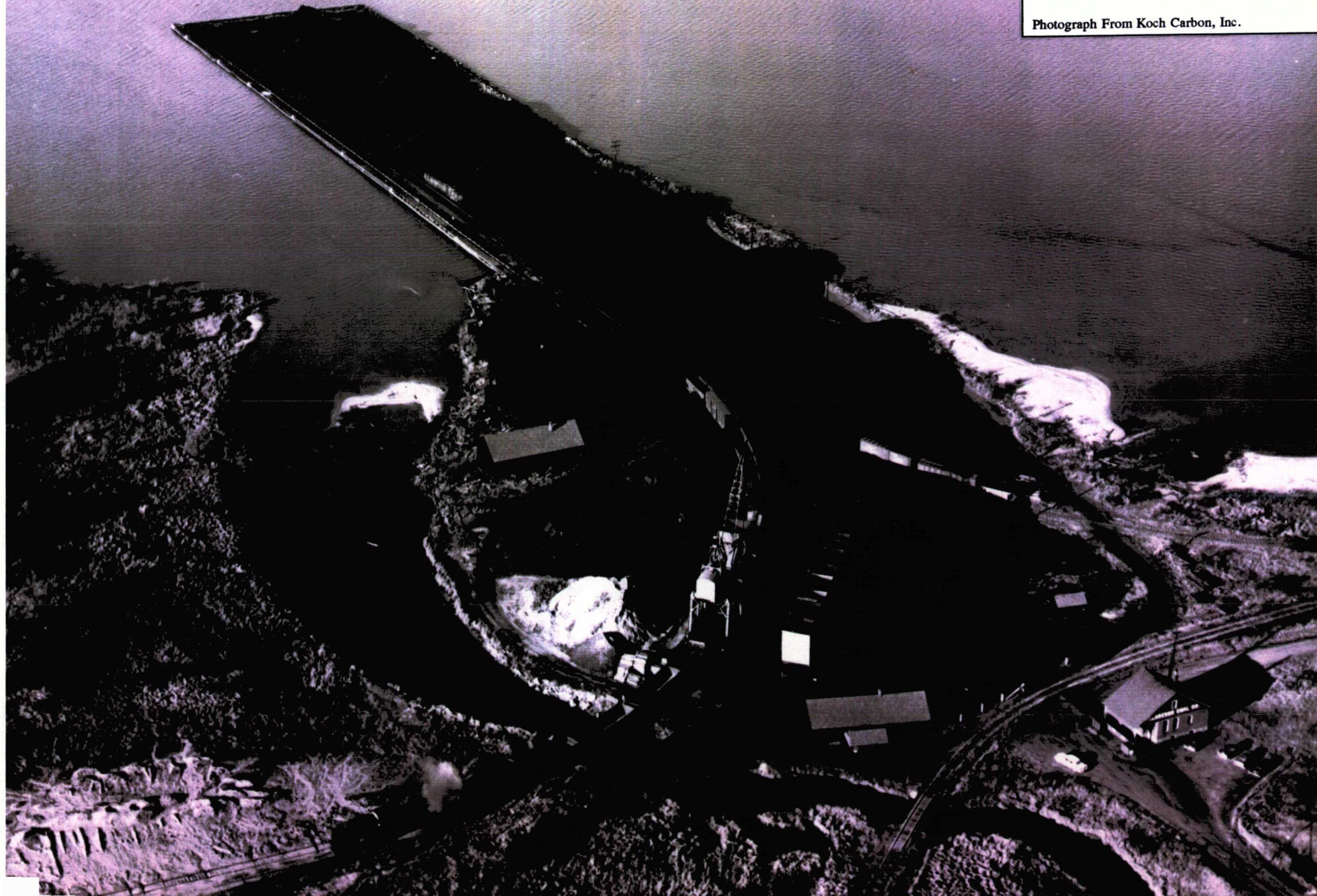
Lift  
Station



**FIGURE 5**

**FORMER CLARKSON COAL DOCK**

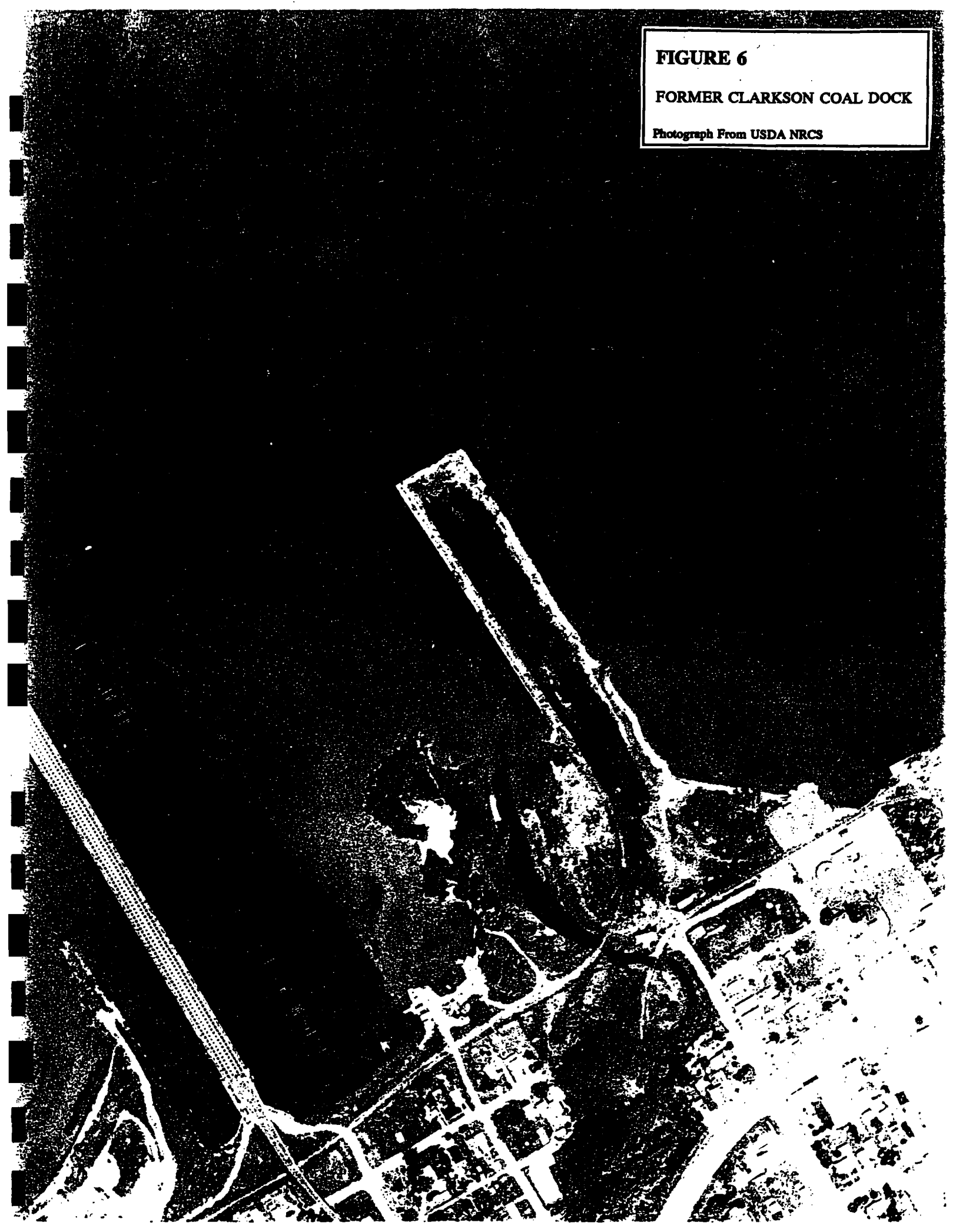
Photograph From Koch Carbon, Inc.



**FIGURE 6**

**FORMER CLARKSON COAL DOCK**

Photograph From USDA NRCS





North

**FIGURE 7 - SITE  
PHOTOGRAPH  
ORIENTATION MAP**

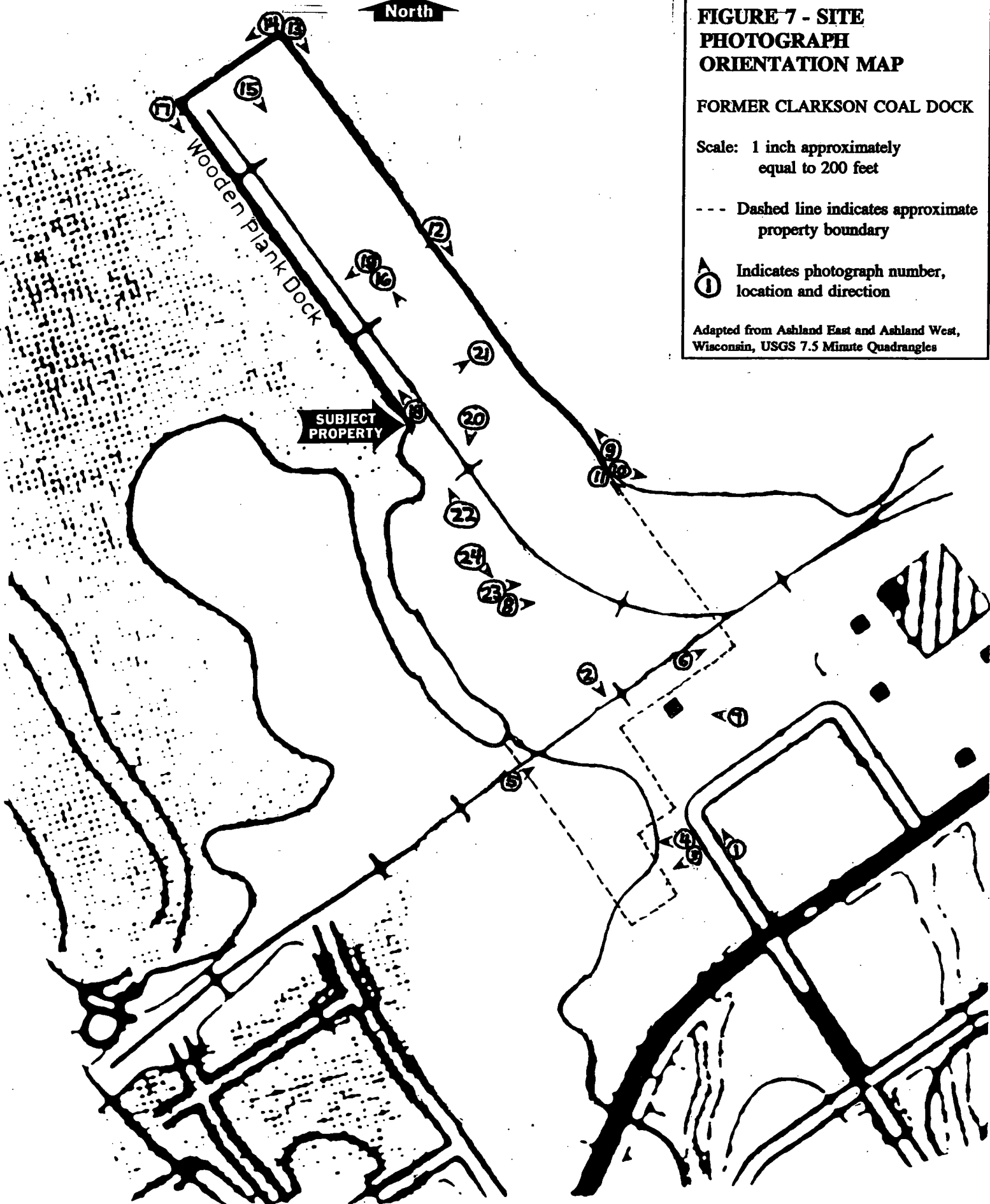
**FORMER CLARKSON COAL DOCK**

Scale: 1 inch approximately  
equal to 200 feet

--- Dashed line indicates approximate  
property boundary

① Indicates photograph number,  
location and direction

Adapted from Ashland East and Ashland West,  
Wisconsin, USGS 7.5 Minute Quadrangles



**Appendix A**  
**Access Agreement**

## **ACCESS AGREEMENT**

**Agreement Number: 97-00730-AC01**  
**Date: August 1, 1997**

**Entering Party: City of Ashland**

**This ACCESS AGREEMENT ("Agreement") by and between the City of Ashland ("Entering Party"), having a place of business at City Hall, Ashland, Wisconsin 54806 and The C. Reiss Coal Company (collectively referred to as "Koch"), having a place of business at 4111 East 37th Street North, Wichita, KS 67220.**

**Koch owns/leases and operates various lots, properties, and facilities particularly described as: 321 North 11th Avenue East, Lots 19 thru 24 Block 9, all of Blocks 11, 12, and 13, Lots 12 thru 16 Block 44, part of vacated Bay Street adjacent, less railroad right-of-way all in Ellis Division (such lots, properties, and facilities shall be referred to hereinafter as the "Facilities").**

**Entering Party desires permission to enter Koch's Facilities from time to time (at times and in manners agreeable to Koch) for the purpose of performing the following type of activities:**

**Conducting a Phase I environmental assessment on the above-described real estate.**

**Koch hereby agrees to grant permission to Entering Party to enter the Facilities for the purpose stated above, but only at times and in manners agreeable to Koch, and pursuant to the terms of this Agreement. Such permission is revocable by Koch upon notice to Entering Party. Entering Party acknowledges the valuable consideration extended by Koch in granting such permission, and Entering Party does in return agree as follows:**

**1. RELEASE AND INDEMNITY. To the fullest extent permitted by law, Entering Party agrees to release, defend, indemnify, and hold Koch and its affiliated entities and the officers and employees of each of them (collectively referred to hereinafter as "Indemnitees") harmless from and against any liability, loss, cause of action, penalty, fine, cost (including, but not limited to, attorneys' fees), claim, or strict liability claim arising out of or in any way incident to the activities performed by Entering Party (or its contractors or subcontractors) hereunder, on account of personal injuries, death, damage to property, or damage to the environment, regardless of whether such harm is to Entering Party, Indemnitees, the employees or officers of either, or any other person or entity. Entering Party's duties under this paragraph shall survive the termination, revocation, or expiration of this Agreement.**

**2. SAFETY. Entering Party shall at all times strictly follow all requests and instructions given by Koch regarding safety and health matters in or at the Facilities. Notwithstanding the preceding sentence, Entering Party shall at all times be responsible for the safety and health of its (and its contractors' or subcontractors') employees and agents present at the Facilities or elsewhere in connection with this Agreement.**

**3. INSURANCE. Entering Party agrees to maintain during the term of this Agreement insurance policies and coverages as detailed on Exhibit A, which Exhibit is attached to and made a part of this Agreement. Prior to commencing activities hereunder, Entering Party shall require its**

insurer or insurance agent to supply Koch with a current certificate of insurance in the form as set forth on the attached Exhibit B. (Such insurance coverages shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Entering Party's indemnity obligations.)

**4. CONDUCT OF ACTIVITIES.** Entering Party and its contractors and subcontractors, and the employees and agents of any of them, shall conduct their activities hereunder in accordance with all applicable governmental laws, rules, and regulations and good standard industry practices, and in a manner that does not interfere with the operations of others (Koch or third parties) on the Facilities. Koch makes no representation as to any conditions at the Facilities, and Entering Party shall rely solely on Entering Party's own examination and investigation of the surface and subsurface conditions at the Facilities, and all local and general conditions that may affect Entering Party's activities on the Facilities. Entering Party shall promptly repair any and all damage to the Facilities which may result from the acts or omissions of Entering Party or any of its contractors, subcontractors, employees or agents.

**5. TERM.** This Agreement shall be effective as of the date first written above, and shall continue in effect thereafter until terminated by either party upon notice to the other party.

**6. ASSIGNMENT; SUBCONTRACTORS; AMENDMENTS.** This Agreement may not be assigned in whole or in part by Entering Party without the prior written consent of Koch, nor shall activities be performed under this Agreement by a contractor or subcontractor of Entering Party without the prior written consent of Koch. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

So agreed, executed on the dates indicated below, but effective as of the date first above written:

**KOCH**  
The C. Reiss Coal Company

By: Robert Viaille

Printed Name: Robert Viaille

Title: Vice President

Date: 9/5/97

**ENTERING PARTY**  
City of Ashland

By: Lowell J. Miller

Printed Name: Lowell J. Miller

Title: Mayor

Date: August 22, 1997

**EXHIBIT A**  
**Insurance Requirements**  
**Supplement to Access Agreement Number: 97-00730-AC01**  
**Date: August 1, 1997**

- 1.0 With respect to Entering Party's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Entering Party shall maintain the following Insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Koch as an Alternate Employer.
  - 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 88 or CG 00 01 10 93) with standard exclusions "a" through "n," with a minimum combined single limit of \$3,000,000 per occurrence for Bodily injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
    - 1.2.1 If work to be performed by Entering Party includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Entering Party's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
    - 1.2.2 Contractual Liability coverage.
    - 1.2.3 Products and Completed operations.
    - 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
    - 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 26 11 85) naming Koch as an additional insured.
  - 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
  - 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Entering Party shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including, passenger) liability.
  - 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Entering Party and used by Entering Party in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
  - 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Entering Party shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Entering Party may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
  - 1.7 **Railroad Protective Liability** - If required by Koch, Entering Party shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Entering Party.



- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

**2.0 Policy Endorsements**

- 2.1 The above insurance shall include a requirement that the insurer provide Koch with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:  
(i.) name Koch as an additional insured with respect to work performed for Koch, with such additional insured endorsements providing coverage for Koch with respect to liability arising out of Entering Party's work performed for Koch (including, but not limited to, liability caused or contributed to by the negligence of Entering Party, its subcontractors, Koch, third parties, or the agents, employees, or officers of any of them); and;  
(ii.) be primary to and not in excess of or contributory with any other insurance available to Koch.

- 3.0 **Evidence of Insurance** - Entering Party shall, before commencing work, provide Koch with a certificate (see attached Exhibit C) satisfactory to Koch of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Koch, Entering Party shall provide Koch with certified copies of all policies.

**4.0 Waiver of Subrogation**

- 4.1 Entering Party, on behalf of its insurers, waives any right of subrogation that such insurers may have against Koch arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Koch and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Entering Party on construction equipment, tools, temporary structures and supplies owned or used by Entering Party shall provide a waiver of the right of subrogation against Koch.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Entering Party under the agreement. Entering Party shall be held accountable for all insurance coverages, including those of sub-contractors. Koch shall not be under any duty to advise Entering Party in the event that Entering Party's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**

## Certificate of Insurance

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

<b>ISSUED TO</b>	<b>NAME AND MAILING ADDRESS OF INSURED</b>	<b>AGENT OF RECORD</b>	<b>ISSUING DATE</b>
TERRY L WRIGHT ISA ADMINISTRATOR/LEGAL DEPT THE C REISS COAL CO ("KOCH") P O BOX 2256 WICHITA KS 67201	CITY OF ASHLAND 601 W 2ND STR ASHLAND WI 54806	ROBERT J. ST. ARNOLD	08 22 97

Type of Insurance	Co. No.*	Policy Number	Policy Effective Date (MO/DA/YR)	Policy Expiration Date (MO/DA/YR)	**Unless otherwise indicated, this policy affords full coverage under the Workers Compensation laws of all states (except states where coverage can be provided only by State Funds, and Canada) and as desig- nated in the policy and endorsements for Part Two (Employers Liability).
Workers Compensation**	03	0818 00 000934	01 01 97	01 01 98	

## LIABILITY LIMITS

Commercial General Liability	03	0838 00 000934	01 01 97	01 01 98	General Aggregate	\$2,000,000
					Products & Comp/Ops Aggregate	\$2,000,000
					Personal & Advertising Injury	\$2,000,000
					Each Occurrence	\$2,000,000
					Fire Damage (Any One Fire)	\$250,000
					Medical Expense (Any One Person)	\$10,000

( ) Claims Made (X) Occurrence

Products - Completed  
Operations: (X) Included ( ) Excluded

Auto Liability	03	0838 02 000934	01 01 97	01 01 98
----------------	----	----------------	----------	----------

(X) All Owned Autos  
( ) Specified Autos Only  
(X) Hired Autos  
(X) Nonowned Autos

Single Limit  
Each Accident \$2,000,000

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

\*The entry of a number in this column means that the coverage is afforded by the company designated by the same number.

<b>PRODUCER NO.</b>	<b>ISSUING OFFICE</b>	<b>DIVISION</b>	<b>*ISSUING COMPANY NO.</b>
6485	302 W SUPERIOR STR - STE 406 DULUTH MN 55802-1802 (218) 722-6651	DUL,CAU	02. EMPLOYERS INSURANCE OF WAUSAU A Mutual Company 03. WAUSAU UNDERWRITERS INSURANCE COMPANY 15. WAUSAU BUSINESS INSURANCE COMPANY 07. WAUSAU GENERAL INSURANCE COMPANY

Signed

*Gerald H. Bellin*  
Authorized Company Representative

This Certificate Is Not A Policy Or A Binder Of Insurance.

**Appendix B**  
**Title Search Results**



## WISCONSIN TITLE, INC.

314 West Main Street, P.O. Box 188

Ashland, WI 54806-0188

Phone (715) 682-3009 • 1-800-236-3195

Fax (715) 682-3117

**REVISED**

July 25, 1997

SEP 1 1997

Mr. Christopher A. Saari  
State of Wisconsin  
Department of Natural Resources  
6250 S. Range Road  
Brule, WI 54820

Dear Mr. Saari:

As per your request, we are listing the grantors/grantees from recorded deeds and miscellaneous records recorded after January 1, 1890 in Ashland County Registry. This report does not include any records that refer to or release any mortgages. No search has been done to mortgages, taxes, money judgments, federal or state tax liens.

This search covers land described as:

Lots Nineteen through Twenty-four (19-24), inclusive, Block Nine (9)

Blocks Eleven (11), Twelve (12) and Thirteen (13)

Lots Twelve through Sixteen (12-16), inclusive, Block Forty-four (44)

Also including that part of vacated Bay Street described in the attached resolution, Volume 97 on Page 614. Ellis Division, City of Ashland, Ashland County, Wisconsin.

We find no environmental liens recorded against said property. The effective date of this report is July 25, 1997 at 8:00 a.m.

Wisconsin Title, Inc.

by: Dawn Stinebrink

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## Deeds

Volume /Page	Grantor	Grantee	Recorded Date	Property
42QC219			8-11-1890	L5,6 B11
39QC555	Bernard Doherty and J. Ellen Doherty William A. Doherty and Anna Doherty	Doherty Lumber Company	12-22-1894	L22-24 B9 B12, 13 L12-16 B44
49QC473			8-13-1896	L19-21 B9
54WD635	C.A. Sheffield and Louisa M. Sheffield	Doherty Lumber Company	11-2-1896	L22-24 B9 B12, 13 L12-16 B44
63WD157	The Doherty Lumber Company	B. Doherty	10-9-1897	L22-24 B9 B12, 13 L12-16 B44
63WD362	B. Doherty and Ellen Doherty	Murray Lumber Company	2-5-1900	L22-24 B9 B12, 13 L12-16 B44
67-439	John A. Stewart and Edwin H. Abbot, as trustees	Wisconsin Central Railroad Company	7-11-1900	L3, 4 B11
73 judgment 12			2-21-1901	L5 & 6 B11
53QC587	Jonathan S. Ellis and Anna B. Ellis	Bay City Land Company	8-27-1903	L19-21 B9
90QC7	Bay City Land Company	Security Savings Bank	2-3-1904	L19-21 B9
62QC551	Thomas Bardon and Jennie G. Bardon	The Murray Lumber Company	7-5-1905	L13-14 B13
86 Exec Deed 138			7-8-1905	L5 & 6 B11

<b>Volume /Page</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Recorded Date</b>	<b>Property</b>
90QC150			8-21-1905	L19-21 B9
72 Tax Deed 416	Ashland County	A. E. Boyeson	7-20-1906	L1, 2 B11
99WD45	Murray Lumber Company	Worrell Clarkson	6-8-1908	L22-24 B9 L1-6 B12 B13 L12-16 B44
99WD262	Worrell Clarkson and Sara W. B. Clarkson	Clarkson Coal and Dock Company	6-9-1909	L19-24 B9 B12, B13 L12-16 B44
90QC248	Wisconsin Central Railway Company	Clarkson Coal and Dock Company	6-9-1909	L19-24 B39 L1-6 B11
61QC483	A. E. Boyesen and Florence H. Boyensen	Clarkson Coal and Dock Company	6-9-1909	L1, 2 B11
61QC484	Worrell Clarkson and Sara W. B. Clarkson	Clarkson Coal and Dock Company	6-9-1909	L1-6 B11
99WD292	Clarkson Coal and Dock Company	Worrell Clarkson	7-13-1909	L19-24 B9 B13 L12-16 B44
99WD291	The Clarkson Coal and Dock Company	Worrell Clarkson	7-13-1909	B11, 12
93QC263	Ellen Doherty, sole legatee under the will of Bernard Doherty, dec.	Clarkson Coal and Dock Company	1-7-1910	see copy
90QC260	Worrell Clarkson and Sara W. B. Clarkson	The Clarkson Coal and Dock Company	2-18-1910	see copy
99WD460	Worrell Clarkson and Sara W. B. Clarkson	The Clarkson Coal and Dock Company	5-3-1910	L19-24 B9 B11, 12, 13 L12-16 B44
113QC75	Wisconsin Central Railway Company	The Clarkson Coal and Dock Company	12-13-1916	see copy
122WD390	The Clarkson Coal and Dock Company	Clarkson Coal and Dock Company	7-29-1921	see copy
122WD515	The Clarkson Coal and Dock Company	The Clarkson Coal and Dock Company	5-9-1922	L12-16 B44

<b>Volume /Page</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Recorded Date</b>	<b>Property</b>
143 Sheriff's Deed 273			10-19-1937	see copy
156QC343		Arrowhead Coal and Dock Company	6-20-1940	see copy
143-466		Arrowhead Coal and Dock Company	6-20-1940	see copy
151 Tax Deed 253	Ashland County	Ashland County	3-10-1941	L19-24 B9 L1-6 B11 B12, 13
168QC10	Ashland County	Arrowhead Coal and Dock Company	3-10-1941	L19-24 B9 L1-6 B11 B12, 13
165 Deed 325	Arrowhead Coal and Dock Company	The Clarkson Coal Co.	10-5-1950	see copy
280-402	The Clarkson Coal and Dock Company	The C. Reiss Coal Company	9-14-1970	see copy
364-99	Chicago and North Western Transportation Company	City of Ashland	2-17-1982	see copy

## Miscellaneous

Volume /Page	Type of Document	Grantor	Grantee	Recorded Date	Property
43-37	Lease			5-27-1890	L19-21 B9 and "slip" L9 & 10 B39
55-37	Lease			2-8-1895	L19-21 B9 and "slip" L9 & 10 B39
89-251	Lease	The Murray Lumber Company	Worrell Clarkson	7-7-1905	L1-3, 22-24 B9 B12, 13 L12-16 B44
97-614	Resolution	City of Ashland		4-19-1910	see copy
111-484	Resolution	City of Ashland		10-17-1916	see copy
152-344	Lease	The Clarkson Coal and Dock Company	Clarkson Securities Company	7-28-1934	see copy
152-349	Lease	Clarkson Securities Company	Buck Warehouse Company	7-30-1934	see copy
152-535	Release of Lease	Buck Warehouse Company	Clarkson Securities Company	1-9-1935	Releases 152/349
161-367	Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	5-24-1938	see copy
164-573	Termination of Lease	St. Paul Terminal Warehouse Company	The Clarkson Coal Company	6-20-1940	Terminates 161/367
170-12	Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	12-18-1940	see copy
170-214	Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	7-17-1941	see copy
174-343	Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	5-24-1944	see copy



<b>Volume /Page</b>	<b>Type of Document</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Recorded Date</b>	<b>Property</b>
180-629	Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	6-27-1947	see copy
191-105	Warehouse Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	5-19-1950	see copy
195-208	Final Judgment			2-4-1953	L6 B12
195-242	Warehouse Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	4-23-1953	see copy
203-395	Warehouse Lease	The Clarkson Coal Company	St. Paul Terminal Warehouse Company	5-13-1957	see copy
215-253	Cancellation of Lease	St. Paul Terminal Warehouse Company		5-15-1962	Cancels lease in 203/395
363-434	Limited Term License and Easement	C. Reiss Coal Company	City of Ashland	1-4-1982	R. R. over L1-6, 19-24 B9 L1-6 B11 B12 & 13
174.876	Bill of Sale	Chicago and North Western Transportation Company	City of Ashland	2-17-1982	Interest in tracks
420-409	Resolution	City of Ashland		4-25-1989	see copy





**Filed April 19 at 3 P. M. 1910.**

**• Daniel, 1941-1942.**

**By Harry Denald, Deputy.**

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I, E. J. Stahl, City Clerk of the City of Ashland, in said County, do hereby certify that I have carefully compared the within and foregoing entered in instrument with the original on file in my office, and that the same is a true copy of the original resolution passed by the Common Council of the City of Ashland on the twelfth day of April, 1910, and approved and signed April 14th, 1910, and on file in my office, and of the whole thereof.

Witness my hand, and official seal this 19th day of April, 1960.

**E. J. 84,421**

## ಆಪ್ತ ವಾರ್ತೆ

**By H. E. Williams**

**Appendix**

City of Ashland Seal

## RESOLUTION.

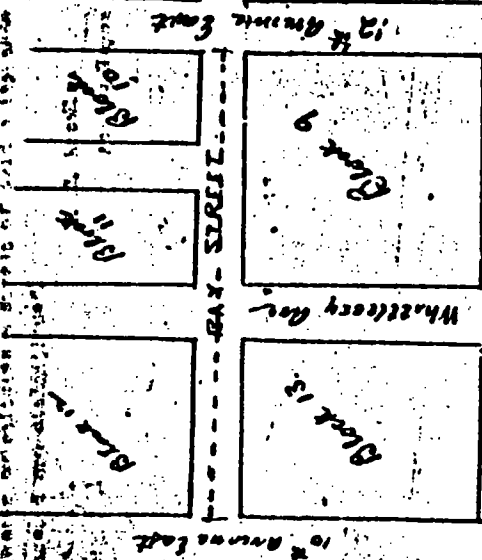
WHEREAS, a petition in writing has been duly filed by The Clarkson Coal & Coke Company, a corporation of Wyoming, and its said General Manager, constituting the owners of the entire frontage on the strip of submerged land and water lying west of the westerly line of twelfth Avenue East and east of a line drawn from the southwest corner of Block twelve (12) to the northwest corner of block thirteen (13), and designated and described on the plat of Ellis Division to the City of Ashland as a portion of Bay Street in said City, and two-thirds (2/3) of the owners of the remainder of the frontage on the said strip of submerged land described on said plat as Bay Street, here also joined herein, and due notice of said application has been given in the manner and form required by the statutes of this state.

[illegible]

Passed April 12 1910.

Approved April 14 1910

**Agent E. J. Stahl City Office.**



**Soul**

Map showing pattern  
of Bay Street fronts by  
above resolution

22

111/484

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## RESULTS

WHEREAS, A petition in writing has been duly filed by The Clarkson Coal & Dock Company and Wisconsin Central Railway Company, constituting the owners of the entire frontage on the strip of land and land covered by water, and water, lying between Blocks numbered ten (10) and Eleven (11) in Ellis Division to Ashland, together with the riparian rights and property lying between the northwesterly boundary of said tract and the established United States Government Dock Line on Chequamegon Bay, praying that the City disclaim any interest in or claim upon the same, and that if the same constitutes a highway, street, pier, lane or alley of said city, that the same be vacated and discontinued and said strip of land and land covered by water and water is not in any manner connected with any other street, slip, pier, lane or alley of said City, and due notice of said application has been duly given in the manner and form provided by the statutes of this State;

NOW THEREFORE, BE IT RESOLVED that the City of Ashland shall and hereby does disclaim any interest in or claim upon said strip of submerged land and water, situated in the City of Ashland, County of Ashland, and state of Wisconsin, and more particularly described as follows, to-wit:

That certain tract bounded on the easterly side by the westerly boundary line of Block numbered ten (10) in Ellis Division in the City of Ashland; on the southerly side by the southeasterly boundary line of Lot numbered one (1), in Block numbered ten (10) in said Ellis Division extended westerly in a straight line to the southeasterly corner of Block numbered Eleven (11) in said Division; on the westerly side by the easterly boundary line of Block numbered eleven (11) in said Division; and on the northerly side by the northwesterly line of Lot numbered six (6) Block eleven (11), in said Division, extended in a straight line easterly to the northwesterly corner of Block numbered ten (10), of said Division, together with the riparian rights and property lying between the northwesterly boundary of said tract and the established United States Government Dred Line on Chequamegon Bay, a plat of which is hereto attached; The portion herein before described and hereby vacated, being shown in red.

And that if said strip of submerged land and water constitutes a Highway, street, pier, lane or Alley of said City, then the same be and is hereby in all respects vacated and discontinued.

Passed October 11, 1916.

Approved October 11, 1976.

Clarence Dennis, Mayor.

Attest: W. C. Martin, City Clerk.

State of Wisconsin,  
Ashland County,  
City of Ashland.

I, W. C. Morris, Clerk of the City of Ashland aforesaid, do hereby certify that I have carefully compared the annexed copy of resolution with the original instrument on file and of record in my office, and that the same is a true copy of said resolution, and of the map accompanying, and of the whole thereof.

Dated October 15th, 1916.

W. C. Harris, City Clerk.

(East of the City of Ashland)

(Use copy of Plot on next page)



11/485

WORRELL CLARKSON'S COAL DOCK

RIPARIAN RIGHTS



C.C.L. O.F. F.B.D.

L.R.N.

THIS AGREEMENT made and entered into this first day of May, A. D. 1909 by and between Wisconsin Central Railway Company, a railroad corporation of Wisconsin, party of the first part, and The Clarkson Coal and Dock Company, an Ohio Corporation, party of the second part,

## WITNESSETH:

WHEREAS there has arisen between the parties hereto a question of conflicting ownership to property including up-land, filled land and riparian ownership adjacent, in the City of Ashland, County of Ashland, and State of Wisconsin;

AND WHEREAS it is deemed to be to the mutual advantage of the parties hereto that a line be fixed establishing the property boundary line between the lands of the parties hereto;

AND WHEREAS the parties hereto have agreed to establish said boundary line as the lot line between Lots eighteen (18) and nineteen (19) in Block Nine (9) Ellis Division City of Ashland, (according to the recorded plat thereof on file and of record in the Registry of Deeds in said Ashland County) and a right line production of said lot line northwesterly to the established government dock line in Chequamegon Bay;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of the parties hereto by the other in hand paid and the mutual and reciprocal grants and covenants herein contained, it is mutually and reciprocally granted, covenanted and agreed as follows, to-wit:

First: Said Clarkson Coal and Dock Company, as grantor, hereby quitclaims to said Wisconsin Central Railway Company, as grantee, all and singular the following described tracts of land, being up-land, filled land and riparian ownership, to-wit:

All of lots thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) and eighteen (18) in Block nine (9); also all of lots one (1), two (2), three (3), four (4), five (5) and six (6) in Block ten (10) all in Ellis Division, City of Ashland, according to the recorded plat thereof on file and of record in the Registry of Deeds in said Ashland County.

Second: Said Wisconsin Central Railway Company, as grantor, hereby quitclaims to said Clarkson Coal and Dock Company, as grantee, all and singular the following described tracts of land, being up-land, filled land and riparian ownership, to-wit:

All of lots nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23) and twenty-four (24) in Block nine (9); also all of lots one (1), two (2), three (3), four (4), five (5) and six (6) in Block eleven (11) all in Ellis Division, City of Ashland, according to the recorded plat thereof on file and of record in the Registry of Deeds in said Ashland County.

113/76  
THAT: And as part of the consideration for the mutual conveyances above mentioned the Clarkson Coal and Dock Company hereby grants and releases to the Wisconsin Central Railway Company, in addition to the up-land and filled land described in the first paragraph hereof, all riparian rights appurtenant to the northeasterly half of said Block nine (9), and to said Block ten (10), and lying and being northeasterly of the said property boundary line as above described.

WHERE: And as part of the consideration for the mutual conveyances above mentioned the Wisconsin Central Railway Company hereby grants and releases to the Clarkson Coal and Dock Company, in addition to the up-land and filled land described in the second paragraph hereof, all riparian rights appurtenant to the southwesterly half of said Block nine (9) and to said Block eleven (11); and lying and being southwesterly of the said property boundary line as above described.

IN WITNESS WHEREOF the parties hereto have executed and interchanged these presents in duplicate, under their corporate seals and the signatures of their respective proper officers, the day and year first above written.

Certified: Wm. H. Killan,  
Land Commissioner.

WISCONSIN CENTRAL RAILWAY COMPANY.

By E. Pennington, President.

In presence of

Attest: G. W. Webster, Secretary.

A. M. Harlin.

(corporate seal)

Chas. E. Hohn.

G. B. Lansberry.

THE CLARKSON COAL AND DOCK COMPANY.

A. J. Halle.

By Worrell Clarkson, President.

Attest: C. E. Sullivan, Secretary.

(corporate seal)

State of Minnesota,  
County of Hennepin.

On this 26th. day of May, A. D. 1909 personally came before me the above named E. Pennington President, and George W. Webster Secretary of the WISCONSIN CENTRAL RAILWAY COMPANY, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

A. M. Harlin, Notary Public,  
Hennepin County, Minn.

(notarial seal)

My commission expires Jan. 22, 1914.

State of Ohio,  
County of Cuyahoga.

On this 20th. day of May A. D. 1909, personally came before me the above named Worrell Clarkson, President, and C. E. Sullivan, Secretary of the CLARKSON COAL AND DOCK COMPANY, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

W. P. Trinter, Notary Public,

Cuyahoga County, Ohio.

(Notarial seal)

My commission expires Sept. 20, 1911.

( Re-recorded to correct error in omission of corporate seal of Wisconsin Central Railway Co. in Vol. 90 of Records on Page 244.)



STATE OF WISCONSIN 88.

ASHLAND COUNTY

Personally came before me, this 28th Day of May A.D. 1921 the above named John P. Kein, Martin L. Ensinger, Emma Ensinger, to me Knew to be the person who executed the foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)  
Ashland Co.

J. R. Shales, Notary Public, County Wis.

My commission expires April 12, A.D. 1925

REVENUE STAMPS TO THE  
AMOUNT OF \$2.00  
ON THIS INSTRUMENT  
CANCELLED.

X66596 W. D.

Filed July 29, 1921 at 1:28 P. M.

W. C. Knowles, Register of Deeds

THIS INDENTURE, MADE this 18th day of July in the year of our Lord one thousand nine hundred and twenty-one between The Clarkson Coal & Dock Company, a corporation duly organized and existing under the laws of the State of Wisconsin, party of the first part, and the Clarkson Coal and Dock Company, a corporation duly organized and existing under the laws of the State of Delaware, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to it in hand paid by the part of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, forever, all those tracts or parcels of land lying and being in the County of Ashland, and State of Wisconsin described as follows, to-wit:

Commencing at the southwesterly corner of Block Numbered 13 Ellis Division to Ashland, thence northeasterly in a straight line from said point along the Southerly line of Block Numbered 13 and 5 to the Southeasterly corner of Lot 6 in Block Numbered 9 of said Division thence in a Northwesterly direction in a straight line along the Division line between Lots Numbered 6 and 7 in Block Numbered 9 and Lots Numbered 18 and 19 in said Block Numbered 9 to a point equally distant in a straight line between the Northeast corner of lot Numbered 6 in Block Numbered 11 and the Northwest corner of lot Numbered 6 and Block Numbered 10, thence in a straight line from said point along the northeasterly line of Blocks Numbered 11 and 12 to the northwesterly corner of Block Numbered 12 in said Division, then from said last named points Southeasterly along the Westerly line of Blocks Numbered 12 and 13 in said Division in a straight line to the point of beginning, also all the riparian rights and property appertaining to said property hereinbefore described lying North of the original Southerly line of Chequamegon Bay and between said shore line and the United States Government Deck Line on said bay together with all and singular appurtenances, easements, privileges, franchises and servitudes belonging or in any wise appertaining thereto.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in any wise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said The Clarkson Coal & Dock Company (a corporation of Wisconsin) party of the first part, for itself, its successors and assigns, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; and that the same are free from all incumbrances; and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said corporation has caused these presents to be executed in its corporate name by its Vice President and its Secretary and its corporate seal to be here-



SHERIFF'S DEED

WHEREAS, a certain mortgage executed by The Clarkson Coal and Lumber Company, a corporation organized and existing under the laws of the State of Delaware and having its principal office in the City of St. Paul, County of Ramsey and State of Minnesota, to The Minnesota Loan and Trust Company, a corporation, and Charles V. Smith as Trustees and duly recorded in the office of the register of Deeds of the County of Ashland, Wisconsin, on the 3rd day of March, 1927, at 2:20 o'clock in the forenoon, in Volume 67 of Mortgages on page 34 et seq. as document number X70483 and fore-closed under and by virtue of Chapter 227 Revised Statutes of Wisconsin and in pursuance thereof after due advertisement, the mortgage premises, hereinafter described, were sold by E. J. Hennell, Sheriff of Ashland County, Wisconsin, on the 10th day of October, 1926, to John F. Swain as Trustee for the sum of Sixty-two Thousand Three Hundred Eight and 45/100 Dollars (\$62,308.45), of St. Paul, Minnesota, he being the best bidder therefor, and a certificate of sale transfer was duly issued to the purchaser and filed in duplicate on the 13th day of October, 1926, in the office of the register of Deeds for Ashland County, Wisconsin, pursuant to Section 227.10, and

WHEREAS, the said John F. Swain as Trustee is now entitled to a conveyance thereof according to law, and

WHEREAS, the undersigned is the successor to E. J. Hennell as and is now the Sheriff of Ashland County, Wisconsin.

NOW, THEREFORE, the undersigned, Lyle A. Freeman, Sheriff of Ashland County, Wisconsin, in consideration of the premises and of said sum of Sixty-two Thousand Three Hundred Eight and 45/100 Dollars (\$62,308.45) paid by the said John F. Swain, Trustee, hereby conveys to said John F. Swain as Trustee the following tract of land in Ashland County, Wisconsin:

Commencing at the Southwesterly (SW'ly) corner of Block Thirteen (13) Ellis Division to Ashland; thence Northwesterly (NW'ly) in a straight line from said point along the Southerly (S'ly) line of Blocks Thirteen (13) and Nine (9) to the Southeastery (SE'ly) corner of Lot Six (6), Block Nine (9) of said Division; thence in a Northwesterly (NW'ly) direction in a straight line along the Division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9) to a point equal distant in a straight line between the Northeast (NE) corner of Lot Six (6), Block Eleven (11), and the Northwest (NW) corner of Lot Six (6), Block Ten (10); thence in a straight line from said point along the Northeastery (NE'ly) line of Blocks Eleven (11) and Twelve (12) to the Northwesterly (NW'ly) corner of block Twelve (12) in said Division; then from said last named points Southeastery (SE'ly) along the West-erly (W'ly) line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North (N) of the original Southerly (S'ly) line of Chequamegon Bay, and between said shoreline and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block numbered Forty-four (44) Ellis Division to Ashland.

143/1274  
Together with all buildings, structures, erections and improvements of every nature erected on the above described property, and all the appliances and equipment of every nature installed thereon or used in connection therewith.

Witness the hand and seal of said Sheriff this 15th day of October, 1937.

In Presence of:

W. L. Gate

Miss V. Wittmer

STATE OF WISCONSIN)

County of Ashland )

Notary Public to the  
amount of \$12.50 on the  
instrument cancelled

Lyle A. Freeman  
Sheriff of Ashland Co., Wisc.

Be it remembered, that on this 15th day of October, 1937, before me personally came Lyle A. Freeman, to me known to be the person of that name mentioned and described in, and who executed the foregoing Sheriff's Deed, and to me known to be the Sheriff of Ashland County, State of Wisconsin, and he acknowledged that he executed the same as such Sheriff freely and voluntarily for the uses and purposes therein named.

W. L. Gate  
Notary Public, Ashland Co., Wisc.

(Notarial Seal)

My Commission expires Jan. 15-1938

Witness my hand and seal this 15th day of October, 1937, at Ashland, Wisconsin.  
Filed Oct. 15, 1937 at 11:15 A.M.

For State Highway Deed

3633-15

L. C. Knowler, Register

Per: M. L., Deputy

#### CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

It having been deemed necessary, for the proper improvement of a State Trunk Highway, to change or relocate a portion thereof through lands owned by [redacted] in the City of Ashland, Ashland County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 83.09; and the said County Highway Committee having dealt by contract with the owner of said lands;

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-wit: the sum of Fifty and 00/100 Dollars (\$50.00) in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to Ashland County, Wisconsin, for highway purposes as long as so used, the lands of said owner necessary for said relocation shown on the said plat and described as follows, to-wit:

All that part of Lots fifteen and sixteen (15 & 16), block thirteen (13) Commercial Addition, City of Ashland, Ashland County, Wisconsin, described as follows:

Beginning at a point on the east lot line of said Lot sixteen (16), thirty (30) feet south of the northeast corner thereof, thence northwesterly to the northwest corner of Lot fifteen (15), thence east along north line of Lots fifteen and sixteen (15 & 16) to northeast corner Lot sixteen (16), thence south along east lot line of Lot sixteen (16) for thirty (30) feet to place of beginning.

All as surveyed, staked and as more fully appears on right of way plats and plans for Division Job No. 9633, and containing two one-hundredths (0.02) acres.

Trees on property not to be cut.

The grantor releases all claim to any trees within the said lands, and understands and agrees that the purposes of this agreement include the right to preserve and protect any vegetation existing on the said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway.

143/466

**Ashland county.**

John Garvin Notary Public, Ashland County, Wisconsin.  
John Garvin

**His commission expires July 25, 1943.**

**X104356 Dead**

Filed June 20, 1940 at 3:57 P. M.

Paul H. Wierzek, Sec. of Deeds

That the party of the first part, acting in pursuance and by virtue of the powers in him vested by that certain trust deed and mortgage so executed by the Clarkson Coal & Dock Company, bearing date the 1st day of January, 1927, and filed for record in the office of the Register of Deeds in and for Ashland County, Wisconsin, on the 3rd day of March, 1927, at 9:20 o'clock A. M., in Book 67 of Mortgages on Page 344 et seq., and every other power him herewith enabling, and in consideration of One Dollar (\$1.00) and other good and valuable consideration to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, and convey unto the party of the second part, its successors and assigns forever, all of the following described premises situate, lying, and being in the City of Ashland and State of Wisconsin, to-wit:

Together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chequamegon Bay, and between the said shoreline and the United States Government Dock Line on said Bay.

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Also, lots number Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block number Forty-four (44), Ellis Division of the City of Ashland, according to the recorded plat thereof;

This deed and the covenants herein are made subject to the rights of the Wisconsin Central Railroad Company, its successors and assigns, under deed recorded with the Register of Deeds of Ashland County, Wisconsin, in Volume 18 of Deeds on Page 278, as well as to the rights of the Milwaukee Lake Shore Railway Company, its successors and assigns, under deed recorded in the office of the Register of Deeds of Ashland County, Wisconsin in Volume 21 of Deeds on Page 68, and subject to unpaid taxes.

TO HAVE AND TO HOLD all and singular the above granted premises together with the appurtenances and every part thereof unto the party of the second part, its successors and assigns, forever;

And the party of the first part in his capacity as such Trustee, and not for himself individually, does hereby covenant, promise, and agree to and with the party of the second part, its successors and assigns, that he has power to convey as aforesaid, and has in all respects acted in making this conveyance in pursuance with the authority granted in said Trust deed and mortgage, and that he has not made, done, or suffered any act, matter, or thing whatsoever, since he was Trustee as aforesaid, whereby the above granted premises or any other part thereof now or at any time hereafter shall or may be impeached, charged, or incumbered in any manner whatsoever.

IN WITNESS WHEREOF the said John F. Swain, as Trustee aforesaid, has hereunto set his hand and seal the day and year first above written.

In Presence of:

Roland J. Faricy

Florence M. Wallraff

Personal Service to the  
parties of the 1st day of June 1940  
in the Court of Ramsey County

John F. Swain

As Trustee for the Benefit of the  
Bondholders under a certain Trust  
Deed and mortgage executed by the  
Clarkson Coal & Dock Company, bearing  
date the 1st day of January, 1927

STATE OF MINNESOTA )  
                                  : ss.  
County of Ramsey )

On this 19 day of June, 1940, before me, a Notary Public in and for said County, personally appeared JOHN F. SWAIN, as Trustee for the Benefit of the Bondholders under a certain Trust Deed and Mortgage executed by the Clarkson Coal & Dock Company, bearing date the 1st day of January, 1927, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed in his capacity as such Trustee.

(NOTARIAL SEAL)

Florence M. Wallraff  
Notary Public, Ramsey County, Minnesota  
My Commission expires July 9, 1942.

X92180 Lease.

Filed July 28, 1924 at 11:45 A. M.

W. C. Knowles, register.

THIS AGREEMENT, made and entered into this 1st. day of April, 1923, by and between The Clarkson Coal & Dock Company, a corporation organized under and by virtue of the laws of the State of Delaware hereinafter designated as the "Dock Company", party of the first part, and Clarkson Securities Company, a corporation organized under and by virtue of the laws of the State of Delaware, hereinafter designated as the "Storage Company", party of the second part, WITNESSETH:-

WHEREAS, the Dock Company is the owner of that certain dock property for the storage and handling of coal, situated at the city of Ashland, County of Ashland, in the state of Wisconsin, fully equipped with loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways, and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal, and

WHEREAS, the Dock Company is desirous of leasing to the Storage Company said dock, together with all loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) dollar to it in hand paid, the receipt whereof is hereby acknowledged, the Dock Company does hereby demise, lease <sup>let</sup> and unto the Storage Company that certain dock property hereinafter described, situated at the city of Ashland, County of Ashland, in the State of Wisconsin, described as follows, to wits:

Commencing at the southwesterly (SW'y) corner of Block Thirteen (13), Ellis Division to Ashland; thence northeasterly (NE'y) in a straight line from said point along the southerly (S'y) line of Blocks thirteen (13) and nine (9) to the southeasterly (SE'y) corner of Lot six (6), Block nine (9) of said Division; thence in a northwesterly (NW'y) direction in a straight line along the Division line between Lot six (6) and seven (7), Block nine (9), and Lots eighteen (18) and Nineteen (19), Block nine (9), to a point equally distant in a straight line between the northeast (NE) corner of lot six (6), Block eleven (11), and the Northwest (NW) corner of Lot six (6), Block ten (10); thence in a straight line from said point along the northeasterly (NE'y) line of Blocks eleven (11) and twelve (12), to the northwesterly (NW'y) corner of Block twelve (12) in said Division; then from said last named points southeasterly (SE'y) along the westerly (W'y) line of Blocks twelve (12) and thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying north (N) of the original southerly (S'y) line of Chequamegon Bay, and between said shore line and the United States Government Dock line on said Bay;

Also, Lots numbered twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and sixteen (16), in Block numbered forty-four (44) Ellis Division to Ashland, together with all and singular appurtenances, easements, privileges, franchises and servitudes belonging or in anywise appertaining thereto, together with all loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal, on

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each of said docks,

TO HAVE AND TO HOLD the same for the period commencing on the 1st. day of April, 1933, and ending on the 1st. day of April, 1938.

The Dock Company covenants and agrees that it will furnish and perform all the labor requisite or necessary for the operation of the loading, unloading, handling, conveying, weighing, screening and other machinery and appliances upon said dock, and will, with all reasonable speed and diligence, upon the demand of the Storage Company, unload all coal or other property which shall be consigned to the Storage Company from the vessels transporting the same, and will, if required, screen any coal stored with the Storage Company, and will, upon demand of the Storage Company, with all reasonable speed and diligence, handle and move, in whole or in part, coal or other property stored by said company upon said dock for the purpose of preventing fires and decreasing or preventing heating, and in addition thereto, will reload all coal or other property from time to time stored by the Storage Company upon said dock upon cars, boats, trucks or other vehicles.

The Dock Company further covenants and agrees that the Storage Company, during the term hereby demised and any extension or renewal thereof, shall have the exclusive and undisturbed possession of said property heretofore demised.

The Dock Company further covenants and agrees that it will at all times maintain or cause to be maintained and kept in repair the leased premises and the said bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways and other facilities, equipment and machinery for receiving, handling, weighing, storing, caring for, shipping and delivering coal and other property in a proper and safe condition for the unloading, handling, storing, caring for, and reloading said coal and other property, and the Storage Company shall not be liable for the making of any repairs thereto or for the condition thereof due to any cause whatsoever.

In consideration of the premises, the Storage Company further agrees to pay the Dock Company ten (10¢) cents for each and every ton of coal unloaded from vessels, and fifteen (15¢) cents for each and every ton of coal loaded into cars, boats, trucks or other vehicles.


In the event that all coal or other property warehoused by the Storage Company upon said leased premises in accordance with the terms of contracts made by it has not been removed by the Storage Company at the termination of the terms of this lease, the Storage Company may continue to occupy and use said premises until said property so warehoused has been removed therefrom.

It is further agreed, that if the party of the first part shall at any time fail or refuse to perform any or either of the covenants and agreements herein contained to be by it performed, or shall fail or refuse to perform the same with due and reasonable speed and diligence, then and in that event the party of the second part shall have the right to perform the same and charge the expense of performing said service to said party of the first part.

This contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed and their corporate seals to be affixed hereto on the day and year first above written.

In presence of



W. Distel.

THE CLARKSON COAL & DOCK COMPANY  
By Worrell Clarkson Jr, Vice-president.  
Attest: E. R. Johnson, Secretary.

(Corporate seal)



of section thirty-two (22), township forty-seven (47, North, Range one (1) East  
Iron County, Wisconsin, except right of way of Duluth South Shore & Atlantic Railway  
Company;

It is further ordered and adjudged that this judgment is hereby made absolute and  
said administratrix is hereby discharged.

Dated December 2nd., 1933.

By the Court:

J. A. Flandrena, County Judge.

#(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12)(13)(14)(15)(16)(17)(18)(19)(20)(21)(22)(23)(24)(25)(26)(27)(28)(29)(30)(31)(32)(33)(34)(35)(36)(37)(38)(39)(40)(41)(42)(43)(44)(45)(46)(47)(48)(49)(50)(51)(52)(53)(54)(55)(56)(57)(58)(59)(60)(61)(62)(63)(64)(65)(66)(67)(68)(69)(70)(71)(72)(73)(74)(75)(76)(77)(78)(79)(80)(81)(82)(83)(84)(85)(86)(87)(88)(89)(90)(91)(92)(93)(94)(95)(96)(97)(98)(99)(100)

X32183 Lease

Filed July 30, 1934 at 5:05 P. M.

W. C. Knowles, register.

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LEASE

THIS AGREEMENT, made as of the 30<sup>th</sup> day of July, 1934, by and between Clarkson  
Securities Company, a corporation organized and existing under and by virtue of the  
laws of the State of Delaware, hereinafter called "Lessor", and Buck Warehouse Company,  
a corporation organized and existing under and by virtue of the laws of the State of  
Wisconsin, hereinafter called "Lessee",

WITNESSETH THAT:

WHEREAS, the Lessor is the owner and holder of a certain leasehold estate in and to  
certain premises in the City of Ashland, Ashland County, Wisconsin, known as the Clarkson  
Dock, under and by virtue of a certain lease from The Clarkson Coal & Dock Company dated  
April 1, 1933 for the term of five (5) years, which said premises are more particularly  
described as follows:

Commencing at the southwesterly (SW'ly) corner of Block thirteen (13) Ellis Division  
to Ashland; thence northeasterly (NE'ly) in a straight line from said point along the  
southerly (S'ly) line of Blocks Thirteen (13) and Nine (9) to the Southeasterly (SE'ly)  
corner of lot six (6), Block Nine (9) of said Division; thence in a northwesterly (NW'ly)  
direction in a straight line along the Division line between Lots six (6) and seven (7),  
Block nine (9), and Lots eighteen (18) and Nineteen (19), Block nine (9), to a point  
equally distant in a straight line between the Northeast (NE) corner of lot six (6),  
Block eleven (11), and the Northwest (NW) corner of lot six (6), Block ten (10); thence  
in a straight line from said point along the northeasterly (NE'ly) line of Blocks eleven  
(11) and twelve (12) to the Northwesterly (NW'ly) corner of Block twelve (12) in said  
Division; then from said last named point southeasterly (SE'ly) along the westerly  
(W'ly) line of Blocks twelve (12) and thirteen (13), in said Division, together  
with all the  
riparian rights and property appertaining to said property, heretofore described, lying  
north (N) of the original southerly (S'ly) line of Chequamegon Bay, and between said shore  
line and the United States Government Dock line on said Bay;  
together with all and singular appurtenances, easements, privileges, franchises, and  
servitudes belonging or in any wise appertaining thereto,  
together with all loading and unloading facilities, including bridges, buckets, cranes,  
conveyors, loading bins, scales, tracks, runways and other facilities and machinery for  
receiving, handling, weighing, storing, caring for, delivering and shipping coal, on said  
dock; and

WHEREAS, Lessor is now occupying and using said premises for coal dock purposes, and  
in connection therewith owns and uses the certain unloading and loading facilities,

Placed recorded and Registered

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bridges, buckets, cranes, conveyors, loading bins, scales, tracks, railways and other facilities and machinery for receiving, handling, weighing, storing, caring for, shipping and delivering coal; and

WHEREAS, the Lessor has entered into a written agreement with Lessee for the warehousing and handling of coal over and upon the premises hereinbefore described, and said written agreement is of even date herewith; and

WHEREAS, the Lessor desires to lease unto the Lessee that certain part of the storage space upon the said coal dock of Lessor hereinafter described, and Lessee agrees to accept such lease on the terms and conditions hereinafter set forth,

NOW, WHEREFORE, in consideration of the sum of One dollar (\$1.00), each to the other in hand paid, and other good and valuable considerations, receipt whereof is hereby acknowledged, and the promises and agreements herein contained, it is hereby mutually agreed as follows:

1. The Lessor hereby demises and leases unto the Lessee for the term of six (6) months from the date hereof and thereafter until all outstanding warehouse receipts, negotiable or non-negotiable, issued by Lessor for or at the request of Lessor either during said six months' period or at any time thereafter, shall have been surrendered to Lessee for cancellation, and until delivery of all coal covered thereby shall have been completed, and until Lessor shall have fully complied with all the terms and conditions of a certain warehouse agreement of even date herewith entered into between the parties hereto concurrently with the execution of this lease, provided however that this lease shall terminate and end and shall be of no further force or effect upon the cancellation or termination of the warehouse agreement herein referred to, and the Lessee hereby hires and takes from the Lessor for said term two certain parcels of land situate in the City of Ashland, Ashland County, Wisconsin, constituting part of the storage space for coal upon the said coal dock structure used and occupied by Lessor hereinbefore described, said parcels of land being described as follows, to-wit:

"Parcel 'A'": Commencing at a point on the southeasterly boundary line of Clarkson Coal & Dock Company's property and located 88' southwesterly from the southeast corner thereof, which corner is marked by an iron monument; thence northwesterly in a straight line parallel with the northeasterly boundary line of said property a distance of 550' to a point, thence southwesterly in a straight line at an angle to left of 98 degrees 12 minutes a distance of 70.74 feet to a point located 7' westerly from the center line of dock loading railroad track and which point is the point of beginning of the parcel of land herein to be described, thence continuing in same straight line a distance of 81.8' feet to a point marked by an iron pin, thence southerly in a straight line at an angle to left of 47 degrees 25 minutes a distance of 230. feet to a point, thence southeasterly in a straight line at an angle to left of 56 degrees 9 minutes a distance of 59.9 feet to a point marked by a spike in timber bulkhead at east end of railroad trestle, and which point is 7 feet from center line of railroad track when measured at right angles thereto, thence in a northerly direction parallel with and everywhere 7 feet distant westerly from center line of said railroad tract to point of beginning.

"Parcel 'B'": Commencing at a point on the southeasterly boundary line of Clarkson Coal & Dock Company's property and located 88 feet southwesterly from the southeast corner thereof, which corner is marked by an iron monument; thence northwesterly in a straight line parallel with the northeasterly boundary line of said property a distance of 775 feet to a point marked by an iron pin and which point is the point of beginning of parcel of land herein to be described, thence northerly in a straight line at an angle to the right

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of 22 deg 34 minutes a distance of 115 feet to a point marked by an iron pin, thence northwesterly in a straight line at an angle to the left of 71 degrees 45 minutes a distance of 207 feet to a point, which point is located 7 feet east of the center line of dock loading track when measured at right angles thereto, thence southeasterly parallel with and everywhere 7 feet easterly of the center line of said railroad track to a point located 58.5 feet southwesterly of the point of beginning when measured at right angles to said center line of railroad track, thence northeasterly in a straight line at right angles to said railroad track a distance of 58.5 feet to point of beginning, including the floor of that part of said dock constituting said tracts used for storage and the space above the same to a point that will not interfere with the movement of bridges, cranes and other structures and equipment as now constructed and as ordinarily used over and across the same.

2. The Lessor, for the benefit of Lessee and for the benefit of the owner or holder of any warehouse receipt issued upon coal stored upon said leased premises, further grants unto the Lessee the right, at its option, and without additional charge, to use all of the loading and unloading facilities, bridges, buckets, cranes, conveyors, loading bins, scales, tracks, runways and other facilities and machinery for receiving, hauling, weighing, storing, caring for, shipping and delivering coal, now upon the premises hereinbefore first described, or used in connection therewith, or that may be upon the same or used in connection therewith during the continuance of this lease, for the purpose of loading or unloading, screening or otherwise handling coal stored by Lessee, or in its possession, upon the said leased premises.

3. The Lessor hereby grants unto the Lessee the right of ingress and egress through or over all of the property hereinbefore first above described for the purpose of getting to or from property leased and/or for the purpose of moving coal to or from the same, together with the right of ingress or egress over any property, track or ways, which may be under Lessor's control.

4. The Lessor covenants and agrees that Lessee, during the term hereby demise and any extension or renewal thereof, shall have exclusive and undisturbed possession of the said demise premises and of all thereof, and that the Lessee may affix, place or keep in, upon or around said demise premises such signs and marks as the Lessee may desire or deem proper for the purpose of giving notice of the Lessee's exclusive possession, and occupancy of the leased premises, and its exclusive possession, custody and control of the same and of all coal that may from time to time be thereon or therein and that the Lessor will not interfere with, or remove any such signs or marks or knowingly permit others so to do, and that the Lessor will pay all taxes and assessments that may be levied or assessed upon the leased premises, and upon the machinery, equipment and facilities referred to, and upon any and all coal which the Lessor may at any time deliver to the Lessee for storage upon the said premises, including real estate taxes, personal property taxes, occupational taxes, sales taxes and other taxes and assessments of every kind and nature levied and assessed upon or against the said leased premises, or the coal thereon or handled over the same, whether the same be levied or assessed against said premises or the coal thereon, or against the Lessee upon account thereof.

5. The Lessor shall keep in repair and maintain the said leased premises and the said bridges, cranes, machinery, equipment and facilities in a state of good repair and in a condition suitable for the storage and handling of coal and the Lessee shall not be liable for the making of any repairs thereto or for the condition thereof due to any cause

152/3  
whatsoever.

6. It is agreed that the parties hereto bind themselves and their respective successors and assigns, firmly by these presents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto authorized, and their respective corporate seals to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered

in presence of:

T. E. Du Boe.

S. H. Johnson.

(Corporate seal)

Ole O. Rahn.

P. J. Couture.

Clarkson Securities Company,

By J. P. Tracy, Vice-president.

L. A. Soshea, Secretary.

Buck Warehouse Company,

By R. C. Buck, President.

Clem J. Hartley, Secretary.

(Corporate seal)

State of Minnesota,

ss.

County of Ramsey. On this 26 day of July, 1934, before me, a Notary Public within and for said county and state, personally appeared J. P. Tracy, and L. A. Soshea to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of Clarkson Securities Company, a corporation existing under the laws of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. P. Tracy and L. A. Soshea, acknowledged said instrument to be the free act and deed of said corporation.

T. E. Du Boe, Notary Public, Ramsey County, Minn.

(Notarial seal)

My Commission expires June 26th, 1939.

Salmon M. Wierzbicki, Reg. of Deeds

JOHN F. SWAIN and CARRIE SWAIN, his wife, Grantors, of Ramsey County, Minnesota, do hereby certify to ABRAHAM L. BELL & SONS, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the following tract of land in Ashland County, Wisconsin, described as follows, to-wit:

Commencing at the Southwesterly corner of Block number Thirteen (13), Ellis Division, of the City of Ashland, according to the recorded plat thereof; thence Northeasterly in a straight line from said point along the Southerly line of Blocks number Thirteen (13) and Nine (9), to the Southeasterly corner of Lot Six (6), Block Nine (9), of said Ellis Division; thence in a Northeasterly direction in a straight line along the division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9), to a point equal distant in a straight line between the Northeast corner of Lot Six (6) Block Eleven (11) and the Northwest corner of Lot Six (6), Block Ten (10); thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12), in said Division; thence from said last named points Southeasterly along the Westerly line of Blocks Twelve (12) and Thirteen (13), in said Division, in a straight line to the point of beginning.

Together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chequamegon Bay, and between the said shoreline and the United States Government dock line on said Bay.

Also, Lots number Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block number Forty-four (44), Ellis Division of the City of Ashland, according to the recorded plat thereof; - - - -

being the same property and premises conveyed to John F. Swain, as Trustee, by Lyle A. Freeman, Sheriff of Ashland County, Wisconsin, by Sheriff's Deed dated October 16, 1937, and recorded in the office of the Register of Deeds of Ashland County, Wisconsin, on the 19th day of October, 1937, in Book 143 of Deeds on Page 273.

WITNESS the hands and seals of the Grantors this 19th day of June, 1940.

In Presence of:

Roland J. Faricy

Notary Public, Ramsey County, Minnesota

John F. Swain

Florence M. Wallraff

Carrie Swain

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss.

On this 19th day of June, 1940, before me, a Notary Public in and for said County, personally appeared JOHN F. SWAIN and CARRIE SWAIN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Florence M. Wallraff  
Notary Public, Ramsey County, Minnesota  
My Commission expires July 9, 1942.

156/34  
RECEIVED

Filed July 28, 1914 at 11:45 A. M.

A. C. Knobel, Register.

THIS AGREEMENT, made and entered into this 1st day of April, 1913, by and between The Clarkson Dock & Lock Company, a corporation organized under and by virtue of the laws of the State of Delaware hereinafter designated as the "Dock Company", party of the first part, and Clarkson Securities Company, a corporation organized under and by virtue of the laws of the State of Delaware, hereinafter designated as the "Storage Company", party of the second part, WITNESSETH:-

WHEREAS, the Dock Company is the owner of that certain dock property for the storage and handling of coal, situated at the city of Ashland, County of Ashland, in the State of Wisconsin, fully equipped with loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways, and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal, and

WHEREAS, the Dock Company is desirous of leasing to the Storage Company said dock, together with all loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) dollar to it in hand paid, the receipt whereof is hereby acknowledged, the Dock Company does hereby devise, lease <sup>let</sup> and unto the Storage Company that certain dock property hereinafter described, situated at the city of Ashland, County of Ashland, in the State of Wisconsin, described as follows, to wit:

Commencing at the southwesterly (SW'ly) corner of Block Thirteen (13), Ellis Division to Ashland; thence northeasterly (NE'ly) in a straight line from said point along the southerly (S'ly) line of Blocks thirteen (13) and nine (9) to the southeasterly (SE'ly) corner of Lot six (6), Block nine (9) of said Division; thence in a northeasterly (NE'ly) direction in a straight line along the Division line between Lot six (6) and seven (7), Block nine (9), and Lots eighteen (18) and Nineteen (19), Block nine (9), to a point equally distant in a straight line between the northeast (NE) corner of Lot six (6), Block eleven (11), and the Northwest (NW) corner of Lot six (6), Block ten (10); thence in a straight line from said point along the northeasterly (NE'ly) line of Blocks eleven (11) and twelve (12), to the northwesterly (NW'ly) corner of Block twelve (12), in said Division; then from said last named points southeasterly (SE'ly) along the westerly (W'ly) line of Blocks twelve (12) and thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying north (N) of the original southerly (S'ly) line of Chequamegon Bay, and between said shore line and the United States Government Dock line on said Bay;

Also, Lots numbered twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and sixteen (16), in Block numbered forty-four (44) Ellis Division to Ashland, together with all and singular appurtenances, easements, privileges, franchises and servitudes belonging or in anywise appertaining thereto, together with all loading and unloading facilities, including bridges, buckets, cranes, conveyers, loading bins, scales, tracks, runways and other facilities and machinery for receiving, handling, weighing, storing, caring for, delivering and shipping coal, and



156/345  
each of said docks,

TO HAVE AND TO HOLD the same for the period commencing on the 1st. day of April, 1933, and ending on the 1st. day of April, 1938.

The Dock Company covenants and agrees that it will furnish and perform all the labor requisite or necessary for the operation of the loading, unloading, handling, conveying, weighing, screening and other machinery and appliances upon said dock, and will, with all reasonable speed and diligence, upon the demand of the Storage Company, unload all coal or other property which shall be consigned to the Storage Company from the vessels transporting the same, and will, if required, screen any coal stored with the Storage Company, and will, upon demand of the Storage Company, with all reasonable speed and diligence, handle and move, in whole or in part, coal or other property stored by said company upon said dock for the purpose of preventing fires and decreasing or preventing heating, and in addition thereto, will reload all coal or other property from time to time stored by the Storage Company upon said dock upon cars, boats, trucks or other vehicles.

The Dock Company further covenants and agrees that the Storage Company, during the term hereby demise and any extension or renewal thereof, shall have the exclusive and undisturbed possession of said property heretofore demise.

The Dock Company further covenants and agrees that it will at all times maintain or cause to be maintained and kept in repair the leased premises and the said bridges, buckets, cranes, conveyors, loading bins, scales, tracks, runways and other facilities, equipment and machinery for receiving, handling, weighing, storing, caring for, shipping and delivering coal and other property in a proper and safe condition for the unloading, handling, storing, caring for, and reloading said coal and other property, and the Storage Company shall not be liable for the making of any repairs thereto or for the condition thereof due to any cause whatsoever.

In consideration of the premises, the Storage Company further agrees to pay the Dock Company ten (10¢) cents for each and every ton of coal unloaded from vessels, and fifteen (15¢) cents for each and every ton of coal loaded into cars, boats, trucks or other vehicles.

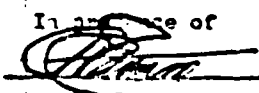
In the event that all coal or other property warehoused by the Storage Company upon said leased premises in accordance with the terms of contracts made by it has not been removed by the Storage Company at the termination of the terms of this lease, the Storage Company may continue to occupy and use said premises until said property so warehoused has been removed therefrom.

It is further agreed, that if the party of the first part shall at any time fail or refuse to perform any or either of the covenants and agreements herein contained to be by it performed, or shall fail or refuse to perform the same with due and reasonable speed and diligence, then and in that event the party of the second part shall have the right to perform the same and charge the expense of performing said service to said party of the first part.

This contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed and their corporate seals to be affixed hereto on the day and year first above written.

In presence of



THE CLARKSON COAL & DOCK COMPANY  
By Forrell Clarkson Jr., Vice-President.  
Attests H. E. Johnson, Secretary.

(Corporate seal)

fairly conducted and that the sum bid thereon was not disproportionate to the value of the property, or, that a greater sum cannot be obtained, and the Court has directed a conveyance to be executed;

161 165/325  
Now, WHEREFORE, I, the said Louis Fichler, in my capacity of Administrator aforesaid, by virtue of the power and authority in me vested as aforesaid, and in consideration of the sum of seventy-six and forty-six hundredths Dollars to me in hand paid by the said George J. Redlinger, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said George J. Redlinger, heirs and assigns, all of the following described real estate in the County of Ashland, State of Wisconsin, to-wit:

The Northeast Quarter (NE 1/4) of the Northeast 1/4 (NE 1/4) of Section Twenty-two (22), Township Forty-two (42) North, Range Two (2) East, Town of Chisholm, Ashland County.

To HAVE AND TO HOLD the above described real estate to the said George J. Redlinger, heirs and assigns, FOREVER.

IN WITNESS WHEREOF, I, the said Louis Fichler, as Administrator aforesaid, have hereunto set my hand and seal this 24th day of April 1950.

Signed, Sealed and Delivered in Presence of

J. Robert Lashy  
J. Robert Lashy

Wynne Fichler  
Wynne Fichler

Louis Fichler (SEAL)  
Louis Fichler

Administrator of the Estate  
of Simon Fichler, Deceased.

STATE OF WISCONSIN, )  
) ss.  
Price County, )

On this 24th day of April, 1950, before me personally appeared Louis Fichler, known to me to be the Administrator of the estate of Simon Fichler, deceased, late of Ashland County, Wisconsin, mentioned in the within conveyance, and acknowledged that he executed the same as such administrator, freely and voluntarily, for the uses and purposes therein expressed.

(Notarial Seal)

J. Robert Lashy  
J. Robert Lashy

Notary Public, Price County, Wisconsin.

My commission expires January 20, 1950

161 165/325  
K129418 Deed

Received for record October 5, 1950 at 2:33 P.M.  
Clarence A. Day, Register of Deeds.

THIS INSTRUMENT, made this 24th day of September, 1950, by and between ARROWHEAD COAL & DOCK CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and THE CLARKSON COAL CO., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, party of the second part, WITNESSETH:

That the party of the first part, in consideration of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does, by these presents grant, bargain, sell, and convey unto the party of the second part, its successors and assigns, forever, all of the following described premises situated, lying, and being in the City of Ashland and State of Wisconsin, to-wit:

Commencing at the Southwesterly corner of Block number Thirteen (13), Mill Division,

161  
165/324  
of the City of Ashland, according to the recorded plat thereof; thence Northeasterly in a straight line from said point along the Southerly line of Blocks number Thirteen (13) and Nine (9), to the Southeastly corner of Lot Six (6), Block Nine (9), of said Ellis Division; thence in a Northwesterly direction in a straight line along the division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9), to a point equal distant in a straight line between the Northeast corner of Lot Six (6), Block Eleven (11) and the Northwest corner of Lot Six (6), Block Ten (10); thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12), in said Division; thence from said last named points Southeastly along the Westerly line of Blocks Twelve (12) and Thirteen (13), in said Division, in a straight line to the point of beginning.

Together with all the riparian rights and property appertaining to said property, here described, lying North of the original Southerly line of Chequamegon Bay, and between the said shoreline and the United States Government Dock Line on said Bay.

Also, Lots number Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block number Forty-four (44), Ellis Division of the City of Ashland, according to the recorded plat thereof.

TO HAVE AND TO HOLD, all and singular the above granted premises, together with the appurtenances and every part thereof unto the party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its proper officers hereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:

(Corporate Seal)

ARROWHEAD COAL & DOCK CORPORATION

Willis G. Hart  
Willis G. Hart

By Worrell Clarkson Jr.  
Worrell Clarkson, Jr.  
President

L. A. Soshea  
L. A. Soshea

Revenue Stamps to the  
amount of \$ .54 on this  
instrument cancelled.

S. A. Johnson  
S. A. Johnson Secretary

STATE OF MINNESOTA )  
COUNTY OF RANSEY ) ss

On this 28th day of September, 1950, before me appeared Worrell Clarkson, Jr. and S. A. Johnson, to me personally known, who, being by me duly sworn, did say that they are respectively the President and Secretary of ARROWHEAD COAL & DOCK CORPORATION, the corporation which executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said Worrell Clarkson, Jr. and S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

L. A. Soshea  
L. A. SOSHEA

Notary Public, Ramsey County, Minn.  
My Commission expires June 7, 1957.

School District No. 3

TO Carl Denison

WARRANTY DEED

STATE OF WISCONSIN - DEED No. 1

NUMBER

This Indenture, made this

4th

day of

November

A.D. 1924

110477

between School District No. 3, Town of Morse

part 1 of the first part, and

Carl Denison of the Town of Morse, Ashland County, Wisconsin,

part 2 of the second part.

WITNESSETH, That the said part 1 of the first part, do stand in confirmation of the sum of fifty dollars

to it In hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, he is given, granted, bargained, sold, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, release, alien, convey and confirm unto the said part 1 of the second part, his heirs and assigns forever, the following described and covenanted, situated in the County of Ashland, and State of Wisconsin, to-wit: Beginning at a point on the east side of the

town road, twenty eight rods and six feet north of a point thirty nine rods, ten and a half feet east of the south quarter post of section number eleven of town ship number forty five of range number two west; thence running east two hundred and eight and seven tenths feet; thence north two hundred and eight and seven tenths feet; thence west two hundred and eight and seven tenths feet; thence south two hundred and eight and seven tenths feet to the place of beginning containing one acre of land more or less, and being the same land conveyed by deed found of record on page 354 in volume 105 of deeds in the office of the Register of Deeds of Ashland County.

This conveyance does not include the school building now standing and being upon said land and which has been heretofore sold to other parties

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said part 1 of the second part, and to his heirs and assigns FOREVER.

AND THE SAID School District No. 3 of the town of Morse Ashland County, Wisconsin,

do - itself, its successors heirs, executors and administrators, do give, grant, bargain and agree to and with the said part 2 of the second part, his heirs and assigns, that at the time of the executing and delivery of these presents well sold of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part 1 of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

of its SCHOOL BOARD pursuant to the order of the directors of the district this 15th day of November A.D. 1924

Signed and Stated in Presence of

F. H. Denison

Agnes C. Denison

STATE OF WISCONSIN,

Ashland County,

(---)

By Cornelius Seipel

Director

B. J. Gehrmann

Clerk

James E. Hanson

Treasurer

Witnesses came before me, this

15th

day of

November

A.D. 1924

the above named Cornelius Seipel, B. J. Gehrmann and J. E. Hanson known to me to be respectively the director, clerk and treasurer of School District No. 3 of the town of Morse and

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record this

21

day of

Sept

A.D. 1923 at 3:45 o'clock P. M.

Mary C. Donald

Register of Deeds.

Notarial

Seal

F. H. Denison

Witness

Ashland

County, Wis.

My Commission expires May 15th

A.D. 1927

H. Pleszewski, Reg. of Deeds

Per: M. E., Dep.

LEASE

THIS AGREEMENT, made this 13th day of June, 1940, by and between THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the Lessor, and ST. PAUL TERMINAL WAREHOUSE COMPANY, of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor is the lessee of certain warehouse room (s) and building (s) and premises located at City of Ashland, County of Ashland, State of Wisconsin, more particularly described as follows: The coal dock, of timber construction, situated on following real estate: - - -

Commencing at the Southwesterly corner of Block Thirteen (13) Ellis Division to Ashland; thence Northeasterly in a straight line from said point along the Southerly line of Blocks Thirteen (13) and Nine (9) to the Southeasterly corner of Lot Six (6), Block Nine (9) of said Division; thence in a Northwesterly direction in a straight line along the Division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9) to a point equal distant in a straight line between the Northeast corner of Lot Six (6), Block Eleven (11), and the Northwest corner of Lot Six (6), Block Ten (10); thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12) in said Division; then from said last named points Southeasterly along the Easterly line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chequamegon Bay, and between said shoreline and the United States Government Lock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block numbered Forty-Four (44) Ellis Division to Ashland.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the warehouse premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title, and interest in the above described warehouse room (s), building(s), and premises for a period beginning June 19th, 1940, and terminating on 14th, 1941.

2. The Lessee hereby hires and takes said warehouse room (s), building (s), and premises from the Lessor for the period above set for, and agrees to pay as rental therefor the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Lessor.

3. The Lessee, its agents, servants, and employees, shall have the right at all times to free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The Lessee shall also have the right and free use of all of the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property

170113  
stored therein. The Lessee is to have sole custody and control of the leased premises shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the written permission of the Lessee, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The Lessor, at its own expense, agrees to keep said leased premises and all apparatus installed therein in constant good repair and order; to protect and preserve the goods stored therein; and to protect, indemnify, and hold harmless the Lessee against all loss or damage of any nature to goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs and order.

5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for all light, power, water, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a twenty (20) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect and indemnify the Lessee from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased premises or arising out of the use and occupancy thereof by the Lessee.

8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored, then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor warrants and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

The Lessee shall have the free use of all the facilities of the Lessor for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock, and the Lessor agrees to provide the Lessee with all power and labor of every nature, without cost to the Lessee, for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock.

IN WITNESS WHEREOF, we have hereunto set our hands

is.

WITNESSED BY:

ST. PAUL TERMINAL ELEVATOR CO.

(Lessor)

E. Virginia Peters

By P. F. Frenzel

Vice Pres.

(Agent)

center line of which begins at a point on the west line about twelve rods south of the north line, thence in a southeasterly direction to a point on the A 11 about fifty eight rods east of the west line. Storm fixtures may extend about three feet each side of the pole line.

Signed at Eugene, Oregon this 19th day of February, 1941.

WITNESS: G. Bernhard Fedde

Arline Lindeland (SEAL)  
Land Owner

Address: Eugene, Oregon

WITNESS: Virginia W. Byrnes

Address: Eugene, Oregon

STATE OF OREGON)

LANE COUNTY } SS.

Personally appeared before me this 19th day of February, 1941, Arline Lindeland, to me known to be the person who signed the foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

G. Bernhard Fedde

Notary Public for Oregon -----

My commission expires July 27, 1941

#####

X106414 Lease

Filed July 17, 1941 at 2:10 P.M.

Ralph E. Wiezorek, Register

LEASE

THIS AGREEMENT, made this 15th day of May 1941, by and between THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA organized under the laws of the State of Minnesota, hereinafter called the Lessor, and ST. PAUL TERMINAL WAREHOUSE COMPANY, of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the lessee.

WITNESSETH:

WHEREAS, the Lessor is the lessee of certain warehouse room(s) and building(s) and premises located at City of Ashland, County of Ashland, State of Wisconsin, more particularly described as follows:

The coal dock, of timber construction, situated on the real estate described on Page 1A hereto.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the warehouse premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title, and interest in the above described warehouse room(s), building(s) and premises for a period beginning May 15, 1941 and terminating April 30, 1944.

2. The Lessee hereby hires and takes said warehouse room(s), building(s) and premises from the Lessor for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Lessor.

3. The Lessee, its agents, servants, and employees, shall have the right at all times to free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The Lessee shall also have the right and free use of all of the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The Lessee is to have sole custody and control of the leased premises and



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shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the written permission of the Lessee, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The Lessor, at its own expense, agrees to keep said leased premises and all apparatus installed therein in constant good repair and order; to protect and preserve the goods stored

PAGE 1A OF LEASE FROM THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA, TO ST. PAUL TERMINAL WAREHOUSE COMPANY, ST. PAUL, MINNESOTA, DATED MAY 18, 1941.

Commencing at the Southwesterly corner of Block Thirteen (13) Ellis Division to Ashland; thence Northeasterly in a straight line from said point along the Southerly line of Blocks Thirteen (13) and Nine (9) to the Southeasterly corner of Lot Six (6), Block Nine (9) of said Division; thence in a Northwesterly direction in a straight line along the Division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9) to a point equal distant in a straight line between the Northeast corner of Lot Six (6), Block Eleven (11), and the Northwest corner of Lot Six (6), Block Ten (10), thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12) in said Division; then from said last named points Southeasterly along the Westerly line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chequamegon Bay, and between said shoreline and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block numbered Forty-four (44) Ellis Division to Ashland.

therein; and to protect, indemnify, and hold harmless the Lessee against all loss or damage of any nature to goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs, and order.

5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for all light, power, water, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect and indemnify the Lessee from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased

premises or arising out of the use and occupancy of by the Lessee.

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8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored, then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor undertakes and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

The Lessee shall have the free use of all the facilities of the Lessor for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock, and the Lessor agrees to provide the Lessee with all power and labor of every nature, without cost to the Lessee, for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESSED BY:	(CORPORATE SEAL)	ST. PAUL TERMINAL WAREHOUSE CO. (Lessee)
E. Virginia Peterson		BY P. W. Frenzel Vice President (SEAL)
Frances L. Miller		BY Floyd A. Scherer Ass't Secretary
L. A. Soshka	(CORPORATE SEAL)	THE CLARKSON COAL COMPANY (Lessor)
L. A. Soshka		By T. E. DuBoe Vice President (Seal)
		By S. A. Johnson Secretary

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) SS

On this 13 day of June 1941, before me, a Notary Public, within and for said county, personally appeared P. W. Frenzel and Floyd A. Scherer to me personally known, who being by me first duly sworn did say, each for himself, that the said P. W. Frenzel is the Vice President and the said Floyd A. Scherer is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said P. W. Frenzel and the said Floyd A. Scherer acknowledged said instrument to be the free act and deed of said corporation.

H. E. Bostrom, Notary Public

(NOTARIAL SEAL)

H. E. Bostrom,  
Notary Public, Ramsey County, Minn.  
My commission Expires March 8, 1945

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) SS

On this 27th day of May 1941, before me, a Notary Public, within and for said county, personally appeared T. E. DuBoe and S. A. Johnson to me personally known, who being by me first duly sworn did say, each for himself, that the said T. E. DuBoe is the Vice President and the said S. A. Johnson is the Secretary of THE CLARKSON COAL CO. the

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corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said T. E. DuBoe and the said S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

L. A. Sosne, Notary Public

L. A. Sosne

Notary Public, Ramsey County, Minn.

My Commission Expires June 7, 1943

(NOTARIAL SEAL)

#### CONSENT TO LEASE

The within described premises having been leased under the foregoing agreement by The Clarkson Coal Company, to St. Paul Terminal Warehouse Company, and possession having been delivered to said Warehouse Company, said lease and the occupation of the premises by St. Paul Terminal Warehouse Company thereunder is hereby consented to by Arrowhead Coal & Dock Corporation.

This consent is expressly conditioned upon the continued liability of The Clarkson Coal Company for the payment of rent and performance of all the obligations and conditions contained in the lease from the undersigned to the said The Clarkson Coal Company, dated the 19th day of June, 1940.

It is understood, however, that this consent may be terminated by the undersigned by giving a thirty day written notice to this effect to St. Paul Terminal Warehouse Company. It is expressly agreed, however, that in case the St. Paul Terminal Warehouse Company shall have issued and there be outstanding Warehouse Receipts on any coal stored on the leased premises, under no circumstances shall this consent be terminated until all such Warehouse Receipts have been surrendered to St. Paul Terminal Warehouse Company for cancellation, and until The Clarkson Coal Company shall have paid St. Paul Terminal Warehouse Company all charges and advances due or owing St. Paul Terminal Warehouse Company by The Clarkson Coal Company under the terms of the foregoing agreement between St. Paul Terminal Warehouse Company and The Clarkson Coal Company

In Presence of:

ARROWHEAD COAL & DOCK CORPORATION  
(Corporate Seal)

Elna Schneider

By Fred E. Gore, President

By Clara Hood, Secretary

STATE OF TENNESSEE }  
COUNTY OF KNOX }

On this 15th day of May, 1941, before me, appeared Fred E. Gore and Clara Hood, to me personally known, who, being by me duly sworn, did say that they are respectively the President and Secretary of ARROWHEAD COAL & DOCK CORPORATION, the corporation which executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said Fred E. Gore and Clara Hood acknowledged said instrument to be the free act and deed of said Corporation.

My Notarial Commission expires on the 12th day of January, 1942.

WITNESS my hand and official seal at office in Knox County, Tennessee, this 15th day of May, 1941.

(NOTARIAL SEAL)

Anna Mae Bell, Notary Public

174/343  
presents and affixed the seal of the Court hereto, at the City of Ashland, in said County, this 15th day of May, 1944.

(Ashland County Court Seal)

James McCully  
Judge.

XL11826 Lease

Filed May 24, 1944 at 2 P.M.

Mary C. Donald, Register of Deeds

L E A S E

THIS AGREEMENT, made this 26th day of April 1944, by and between THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA organized under the laws of the State of Minnesota, hereinafter called the Lessor, and ST. PAUL TERMINAL WAREHOUSE CO., of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the lessee.  
WITNESSETH:

WHEREAS, the Lessor is the holder under lease of certain warehouse room (s) and building(s) and premises located at City of Ashland County of Ashland State of Wisconsin, more particularly described as follows:

The coal dock, of timber construction, situated on the real estate described on Page 1A hereto.

PAGE 1A OF LEASE FROM THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA, TO ST. PAUL TERMINAL WAREHOUSE COMPANY, ST. PAUL, MINNESOTA, DATED 26TH APRIL, 1944.

Commencing at the Southwesterly corner of Block Thirteen (13) Ellis Division to Ashland; thence Northeasterly in a straight line from said point along the Southerly line of Blocks Thirteen (13) and Nine (9) to the Southeasterly corner of Lot Six (6), Block Nine (9) of said Division; thence in a Northwesterly direction in a straight line along the Division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9) to a point equal distant in a straight line between the Northeast corner of Lot Six (6), Block Eleven (11), and the Northwest corner of Lot Six (6) Block Ten (10); thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12) in said Division; then from said last named points Southeasterly along the Westerly line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line Chequamegon Bay, and between said shoreline and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block numbered Forty-four (44) Ellis Division to Ashland.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the warehouse premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title, and interest in the above described warehouse room(s), building(s) and premises for a period beginning 1st May, 1944 and terminating 30th April, 1947

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2. The Lessee hereby hires and takes said warehouse room(s), building(s) and premises from the Lessor for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Lessor.

3. The Lessee, its agents, servants, and employees, shall have the right at all times to free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The Lessee shall also have the right and free use of all the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The Lessee is to have sole custody and control of the leased premises and shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the written permission of the Lessee, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The Lessor, at its own expense, agrees to keep said leased premises and all apparatus installed therein in constant good repair and order; to protect and preserve the goods stored therein and to protect, indemnify, and hold harmless the Lessee against all loss or damage of any nature to goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs, and order.

5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for all light, power, water, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect and indemnify the Lessee from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person ~~to person~~ or to property, upon account of anything whatsoever occurring in or out the leased premises or arising out of the use and occupancy thereof by the Lessee.

8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom, or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored, then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor undertakes and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been

completed, and all payments herein referred to made.

174/1245  
The Lessee shall have the free use of all the facilities of the Lessor for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock, and the Lessor agrees to provide the Lessee with all power and labor of every nature, without cost to the Lessee, for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESSED BY:

E. Virginia Peterson  
Marjorie J. Nelson (CORPORATE SEAL)

ST. PAUL TERMINAL WAREHOUSE CO. (Lessee)

BY P. W. Frenzel Vice President  
BY R. C. Schall Asst Secretary

L. A. Soshea

*L. A. Soshea* (CORPORATE SEAL)

THE CLARKSON COAL COMPANY (Lessor)

BY T. E. DuBoe Vice President  
BY S. A. Johnson Secretary

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } SS

On this 18th day of May 1944, before me, a Notary Public, within and for said county, personally appeared P. W. Frenzel and R. C. Schall to me personally known, who being by me first duly sworn did say, each for himself, that the said P. W. Frenzel is the Vice President and the said R. C. Schall is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said P. W. Frenzel and the said R. C. Schall acknowledged said instrument to be the free act and deed of said corporation.

Joan C. Soule  
Notary Public

(Notarial Seal)

JOAN C. SOULE,  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 14, 1949.

STATE OF Minnesota }  
COUNTY OF Ramsey } SS

On this 12th day of May 1944, before me, a Notary Public, within and for said county, personally appeared T. E. DuBoe and S. A. Johnson to me personally known, who being by me first duly sworn did say, each for himself, that the said T. E. DuBoe is the Vice President and the said S. A. Johnson is the Secretary of The Clarkson Coal Company the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said T. E. DuBoe and the said S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)  
L. A. Soshea  
L.A. SOSHEA, Notary Public  
Notary Public, Ramsey County, Minn.  
My Commission Expires June 7, 1950.

#### CONSENT TO LEASE

The within described premises having been leased under the foregoing agreement by The Clarkson Coal Company to St. Paul Terminal Warehouse Co., and possession having been

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delivered to said Warehouse Company, said lease and the occupation of the premises by St. Paul Terminal Warehouse Co. thereunder is hereby consented to by Arrowhead Coal & Dock Corporation.

This consent is expressly conditioned upon the continued liability of The Clarkson Coal Company for the payment of rent and performance of all the obligations and conditions contained in the lease from the undersigned to the said The Clarkson Coal Company, dated the 19 day of June, 1940.

It is understood, however, that this consent may be terminated by the undersigned giving a thirty day written notice to this effect to St. Paul Terminal Warehouse Co. It is expressly agreed, however, that in case the St. Paul Terminal Warehouse Co. shall have issued and there be outstanding Warehouse Receipts on any coal stored on the leased premises, under no circumstances shall this consent be terminated until all such Warehouse Receipts have been surrendered to St. Paul Terminal Warehouse Co. for cancellation, and until The Clarkson Coal Co. shall have paid St. Paul Terminal Warehouse Co. all charges and advances due or owing St. Paul Terminal Warehouse Co. by The Clarkson Coal Company under the terms of the foregoing agreement between St. Paul Terminal Warehouse Co. and the Clarkson Coal Company.

In presence of:

E. Schneider

(- - - - -)

Helen O. Rourke

ARROWHEAD COAL & DOCK CORPORATION

By Fred E. Gore  
President

By Clara Hood  
Secretary

STATE OF TENNESSEE }  
COUNTY OF KNOX }

On this 8th day of May, 1944, before me, appeared Fred E. Gore and Clara Hood, to me personally known, who, being by me duly sworn, did say that they are respectively the President and Secretary of ARROWHEAD COAL & DOCK CORPORATION, the corporation which executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said Fred E. Gore and Clara Hood acknowledged/said instrument to be the free act and deed of said corporation.

My Notarial Commission expires on the 8th day of January, 1946.

WITNESS my hand and official seal at office in Knox County, Tennessee, this 8th day of May, 1944.

(Notarial Seal)

Anna Mae Bell  
Notary Public



X121463 Lease

180/624

Received for record June 27, 1947 at 2 P. M.

Mary C. Donald, Register of Deeds

By: Clara Tarasewicz, Deputy

L E A S E

THIS AGREEMENT, made this 1st day of May 1947, by and between THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA organized under the laws of the State of Minnesota, hereinafter called the "Lessor", and ST. PAUL TERMINAL WAREHOUSE CO., of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, the "Lessor" is the holder under lease of certain premises located at City of Ashland County of Ashland State of Wisconsin, more particularly described as follows:

All of the coal dock of the "Lessor" situated on the real estate described on Page 1 hereof.

PAGE 1A OF LEASE FROM THE CLARKSON COAL  
COMPANY, ST. PAUL, MINNESOTA, TO ST. PAUL  
TERMINAL WAREHOUSE COMPANY, ST. PAUL,  
MINNESOTA, DATED 1ST MAY, 1947.

Commencing at the Southwesterly corner of Block Thirteen (13) Ellis Division to Ashland; thence Northeasterly in a straight line from said point along the Southerly line of Blocks Thirteen (13) and Nine (9) to the Southeasterly corner of Lot Six (6), Block Nine (9) of said Division; thence in a Northwesterly direction in a straight line along the Division line between Lots Six (6) and Seven (7), Block Nine (9), and Lots Eighteen (18) and Nineteen (19), Block Nine (9) to a point equal distant in a straight line between the Northeast corner of Lot Six (6), Block Eleven (11), and the Northwest corner of Lot Six (6), Block Ten (10); thence in a straight line from said point along the Northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of Block Twelve (12) in said Division; then from said last named points Southeasterly along the Westerly line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chakwasagon Bay, and between said shoreline and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block numbered Forty-four (44) Ellis Division to Ashland.

AND WHEREAS, the said "Lessee" does desire in connection with its business as a public warehouseman to lease the premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The "Lessor" hereby leases to the "Lessee" all of its right, title and interest in the above described premises for a period beginning 1st May 1947 and terminating 30th April 1951.
2. The "Lessee" hereby hires and takes said premises from the "Lessor" for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged by the "Lessor".
3. The "Lessee", its agents, servants, and employees, shall have the right at all times to free ingress to and egress from said leased premises, through or over any other premises of the "Lessor". "Lessee" shall also have the right to place and maintain its

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signs in and upon said premises, and on the property situated therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The "Lessee" shall also have the right and free use of all of the "Lessor's" facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The "Lessee" is to have sole custody and control of the leased premises and shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the "Lessor" shall not have access to the leased premises without the permission of the "Lessee", or its Agent, and the "Lessor" shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The "Lessor", at its own expense, agrees to keep said leased premises and all apparatus installed therein in constant good repair and order; to protect and preserve the goods stored therein; and to protect, indemnify, and hold harmless the "Lessee" against all loss or damage of any nature to goods stored therein, or thereon, which may occur or take place through the failure of the "Lessor" to maintain such repairs, and order.

5. The "Lessor" agrees to furnish adequate lighting for the leased premises and to pay for all light, power, water, or other utility supplied to the premises during the period of the lease. "Lessor" further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party <sup>by</sup> giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the "Lessee" shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the "Lessee" for cancellation, and until "Lessor" shall have paid "Lessee" all charges and advances due or owing said "Lessee" by said "Lessor".

7. The "Lessor" agrees to protect and indemnify the "Lessee" from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased premises or arising out of the use and occupancy thereof by the "Lessee".

8. Should the "Lessor", at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of "Lessee's" agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the "Lessor" or the "Lessee" be ejected or ousted therefrom, or should proceedings be begun for that purpose; or should the "Lessee" at any time deem it necessary for the protection of its interest or the property stored, then the "Lessee" shall have the right to remove all the property from the premises leased herein to such other place or places as the "Lessee" may deem expedient or proper; and in case of any such removal the "Lessor" undertakes and agrees to pay the "Lessee" all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

The Lessee shall have the free use of all the facilities of the Lessor for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the deck, and the Lessor agrees to provide the Lessee with all power and labor of every nature, without cost to the Lessee, for the unloading, loading, handling, maintenance and ship-

ment of the coal and screenings on the dock.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

180/631  
WITNESSED BY:

(Corporate Seal)

E. Virginia Peterson

Marion Harvey

(Corporate Seal)

L. A. Soshea

D. L. Mills

ST. PAUL TERMINAL WAREHOUSE CO. ("Lessee")

BY P. W. Frenzel

Vice President  
SEAL

BY R. C. Schall

Ass't Secretary

THE CLARKSON COAL COMPANY

("Lessor")

BY Worrell Clarkson Jr.

President

SEAL

BY S. A. Johnson

Secretary

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } SS

On this 23rd day of June 1947, before me, a Notary Public, within and for said county, personally appeared P. W. Frenzel and R. C. Schall to me personally known, who being by me first duly sworn did say, each for himself, that the said P. W. Frenzel is the Vice President and the said R. C. Schall is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said P. W. Frenzel and the said R. C. Schall acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Elsie R. Kartarik  
Notary Public

ELSIE R. KARTARIK

Notary Public, Ramsey County, Minn.

My Commission Expires June 11, 1954.

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } SS

On this 14th day of May 1947, before me, a Notary Public, within and for said county, personally appeared Worrell Clarkson, Jr. and S. A. Johnson to me personally known, who being by me first duly sworn did say, each for himself, that the said Worrell Clarkson, Jr. is the President and the said S. A. Johnson is the Secretary of The Clarkson Coal Company the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said Worrell Clarkson, Jr. and the said S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

L. A. Soshea  
L. A. SOSHEA, Notary Public

Notary Public, Ramsey County, Minn.

My Commission Expires June 7, 1950.

## CERTIFICATE OF PROBATE

IN THE MATTER OF THE ESTATE OF  
George Meindl, Deceased.

STATE OF WISCONSIN, )  
Ashland County, ) ss.

THIS IS TO CERTIFY, That the annexed written instrument was, at the time and place fixed for that purpose, duly proved in our said County Court as the last will and testament of George Meindl, deceased, late of said County, by the testimony of M. T. Leipzig one of the attesting witnesses to said last will and testament, and was by our said Court, on said day, duly allowed as prescribed by law and probate thereof granted as and for the last will and testament of said decedent, who died on the 6th day of November, 1949

IN TESTIMONY WHEREOF, I Walter H. Cate, Judge of said Court, have signed these presents and affixed the seal of the Court hereto, at the city of Ashland, in said County, this 27th day of December, 1949.

(Ashland County)  
( Court Seal )

Walter H. Cate  
County Judge.

State of Wisconsin, )  
Ashland County ) ss.

I, Jennie Johnson, Register in Probate of the County Court of said County, do hereby certify that the copy hereunto annexed has been compared by me with the original Will and Probate thereof, in the Matter of the Will of George Meindl, Deceased, now on file and of record in said court, and required by law to be in my custody; and that the same is a true and correct copy of said original.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County Court of said County, at Ashland, in said County, this 27th day of December, 1949.

(Ashland County)  
( Court Seal )

Jennie Johnson  
Register in Probate

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194105  
X128528 Warehouse lease

Received for record May 19, 1950 at 1:30 P.M.

Clarence A. Day, Register of Deeds.

## WAREHOUSE LEASE

THIS AGREEMENT, made this 2nd day of March 1950, by and between THE CLARKSON COAL COMPANY, St. Paul, Minnesota organized under the laws of the State of Minnesota, hereinafter called the Lessor, and St. Paul Terminal Warehouse Co., of St. Paul, Minnesota, organized under the laws of the State of Minnesota, hereinafter called the Lessee.

## WITNESSETH:

WHEREAS, the Lessor is the holder under lease of certain premises located at City of Ashland County of Ashland State of Wisconsin more particularly described as follows:  
See Page 1A attached hereto, which forms a part of this lease.

PAGE 1A OF LEASE DATED MARCH 2, 1950

between THE CLARKSON COAL COMPANY,

ST. PAUL, MINNESOTA and ST. PAUL

TERMINAL WAREHOUSE CO., ST. PAUL

MINNESOTA

All of the coal dock of the "Lessor" situated on the real estate described below:  
Commencing at the Southwesterly corner of Block Thirteen (13) Ellis Division to

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Ashland; thence Northeasterly in a straight line from said point along the Southerly line of blocks Thirteen (13) and Nine (9) to the Southeasterly corner of Lot Six (6), block Nine (9) of said Division; thence in a Northwesterly direction in a straight line along the Division line between Lots Six (6) and Seven (7), block Nine (9), and Lots Eighteen (18) and Nineteen (19), block Nine (9) to a point equal distant in a straight line between the Northeast corner of Lot Six (6), block Eleven (11), and the Northwest corner of Lot Six (6), block Ten (10); thence in a straight line from said point along the northeasterly line of Blocks Eleven (11) and Twelve (12) to the Northwesterly corner of block Twelve (12) in said Division; then from said last named points Southeasterly along the Westerly line of Blocks Twelve (12) and Thirteen (13) in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying North of the original Southerly line of Chequamegon Bay, and between said shore line and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertain thereto.

Also, Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in block numbered forty-four (44) Ellis Division to Ashland.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title and interest in the above described premises for a period beginning May 1st, 1950 and terminating April 30, 1953.
2. The Lessee hereby hires and takes said premises from the Lessor for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged by the Lessor.
3. The Lessee, its agents, servants, and employees, shall have the right at all times of free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The Lessee shall also have the right to the free use of all of the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The Lessee is to have sole custody and control of the leased premises and shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the permission of the Lessee, or its Agent, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.
4. The Lessor warrants said premises to be suitable for the purpose for which they are intended to be used, and agrees, at its own expense, to keep said leased premises and all apparatus installed therein in constant good repair and order, and to protect and preserve the goods stored therein; and to protect, indemnify, and hold harmless the Lessee against all claims for loss or damage of any kind or nature to the goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs, and order or from any other cause whatsoever.

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5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for all heat, light, power, water, steam, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect, indemnify and hold harmless the Lessee from all claims and demands of every person or persons whatsoever, either for injury <sup>or damage</sup> or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased premises or arising out of the use and occupancy thereof by the Lessee.

8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom, or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored, then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor undertakes and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

9. The Lessee shall have the free use of all the facilities of the Lessor for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock, and the Lessor agrees to provide the Lessee with all power and lab of every nature, without cost to the Lessee, for the unloading, loading, handling, maintenance and shipment of the coal and screenings on the dock.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESSED BY:	(Corporate Seal)	ST. PAUL TERMINAL WAREHOUSE CO. (Lessee)
K. J. Born		By R.C.Schall Vice President
K. J. Born		R.C.Schall SEAL
Margaret Burger		By F.A.Scherer Asst. Secretary
Margaret Burger		F.A.Scherer
	(Corporate Seal)	THE CLARKSON COAL COMPANY (Lessor)
Willis G. Hart		By T.E.DuBoe Vice President
Willis G. Hart		T.E.DuBoe SEAL
D.L.Mills		By S.A.Johnson Secretary
D.L.Mills		S.A.Johnson

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } ss.

On this 5th day of May 1950, before me, a Notary Public, within and for said county, personally appeared R.C.Schall and F.A.Scherer to me personally known, who being by me first duly sworn did say, each for himself, that the said R.C.Schall is the Vice President and the said F.A.Scherer is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said

WAREHOUSE LEASE

THIS AGREEMENT, made this 14th day of April 1953, by and between THE CLARKSON COAL COMPANY, St. Paul, Minnesota organized under the laws of the State of Minnesota, hereinafter called the Lessor, and St. Paul Terminal Warehouse Co., of St. Paul, Minnesota, organized under the laws of the State of Minnesota, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor is the holder under lease of certain premises located at City of Ashland County, of Ashland State of Wisconsin more particularly described as follows: See Page 1A attached hereto which forms a part of this lease.

PAGE 1A OF LEASE DATED APRIL 14, 1953  
BETWEEN THE CLARKSON COAL COMPANY AND  
ST. PAUL TERMINAL WAREHOUSE COMPANY

All of the coal dock of the Lessor situated on the real estate described below: Commencing at the southwesterly corner of Block 13, Ellis Division to Ashland, proceed northeasterly in a straight line from said point along the southerly line of blocks 13 and 9 to the southeasterly corner of Lot 6, Block 9 of said Division; thence in a northwesterly direction in a straight line along the Division line between Lots 6 and 7, Block 9, and Lots 18 and 19, Block 9 to a point equal distant in a straight line between the northeast corner of Lot 6, Block 11, and the northwest corner of Lot 6, Block 10; thence in a straight line from said point along the northeasterly line of blocks 11 and 12 to the northwesterly corner of Block 12 said Division; thence from said last named points southeasterly along the westerly line of Blocks 12 and 13 in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying north of the original southerly line of Chequamegon Bay, and between said shoreline and the United States Government dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto,

Also, Lots Numbered 12, 13, 14, 15 and 16 in Block numbered 14, Ellis Division to Ashland.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title and interest in the above described premises for a period beginning May 1, 1953 and terminating April 30, 1957.

2. The Lessee hereby hires and takes said premises from the Lessor for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Lessor.

3. The Lessee, its agents, servants, and employees, shall have the right of free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of this lease. The Lessee shall also have the right to the free use of all of the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The Lessee is to have sole custody and control of the leased premises and



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shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the permission of the Lessee, or its Agent, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The Lessor warrants said premises to be suitable for the purpose for which they are intended to be used, and agrees, at its own expense, to keep said leased premises and all apparatus installed therein in constant good repair and order, and to maintain the premises at a proper temperature to protect and preserve the goods stored therein; and to protect, indemnify, and hold harmless the Lessee against all claims for loss or damage of any kind or nature to the goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs, order and proper temperature, or from any other cause whatsoever.

5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for all heat, light, power, water, steam, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect, indemnify and hold harmless the Lessee from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased premises or arising out of the use and occupancy thereof by the Lessee.

8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom, or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored, then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor undertakes and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

9. The Lessor warrants and guarantees the peaceful possession of said premises by the Lessee and agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the leased premises by the Lessee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESSED BY  
D. O'Brien (Corporate Seal)

Janet Hanson  
Janet Hanson

(Corporate Seal)

L. A. Soshea

D. L. Mills

ST. PAUL TERMINAL WAREHOUSE CO. (Lessor)  
By R. C. Schall Vice President  
A. C. Schall

By F. A. Scherer Asst. Secretary  
F. A. Scherer

THE CLARKSON COAL COMPANY (Lessor)

By Worrell Clarkson, Jr. President

S. A. Johnson Secretary

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } ss.

On this 16th day of April, 1953, before me, a Notary Public, within and for said county, personally appeared R. C. Schall said F. A. Scherer to me personally known, who being by me first duly sworn did say, each for himself, that the said R. C. Schall is the Vice President and the said F. A. Scherer is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said R. C. Schall and the said F. A. Scherer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Ruth D. Parks  
Ruth D. Parks,  
Notary Public, Ramsey County, Minn.  
Commission Expires June 8, 1955

STATE OF Minnesota }  
COUNTY OF Ramsey } ss: Notarial Acknowledgment for Storer.  
(Corporation)

On this 14th day of April, 1953, before me, a Notary Public, within and for said county, personally appeared Worrell Clarkson, Jr. and S. A. Johnson to me personally known, who being by me first duly sworn did say, each for himself, that the said Worrell Clarkson, Jr. is the President and the said S. A. Johnson is the Secretary of The Clarkson Coal Co., the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said Worrell Clarkson, Jr. and the said S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

L. A. Soshea  
L. A. Soshea

(Notarial Seal)

Notary Public, Ramsey County, Minn.  
My Commission Expires June 7, 1957.

STATE OF ----- }  
COUNTY OF ----- } ss: Notarial Acknowledgment for Storer.  
(Partnership)

On this --- day of ----- 19--, before me, a Notary Public, within and for said county, personally appeared ----- and ----- to me personally known, who being by me first duly sworn did say, each for himself, that ----- general partner of the partnership named in the foregoing instrument, and that said instrument was executed in behalf of said partnership by the said ----- and the said ----- and acknowledged said instrument to be the free act and deed of said partnership.

STATE OF ----- }  
COUNTY OF ----- } ss: Notarial Acknowledgment for Storer.  
(Individual)

On this ----- day of ----- 19--, before me, a Notary Public, within and for said county, personally appeared ----- to me personally known, who being by me first duly sworn did say that he is the party named in the foregoing instrument, and said instrument was executed of his own free will.

Notary Public

WAREHOUSE LEASE

THIS AGREEMENT, made this 1st day of May 1957, by and between THE CLARKSON COAL COMPANY, St. Paul, Minnesota organized under the laws of the State of Minnesota, hereinafter called the Lessor, and St. Paul Terminal Warehouse Co., of St. Paul, Minnesota, organized under the laws of the State of Minnesota, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor is the Holder Under Lease of certain premises located at City of Ashland, County of Ashland, State of Wisconsin, more particularly described as follows: See Page 11 attached hereto which forms a part of this lease.

PAGE 1A OF LEASE DATED MAY 1, 1957 BETWEEN THE CLARKSON COAL COMPANY, ST. PAUL, MINNESOTA AND ST. PAUL TERMINAL WAREHOUSE CO., ST. PAUL, MINNESOTA.

All of the coal dock of the Lessor situated on the real estate described below:

Commencing at the southwesterly corner of Block 13, Ellis Division to Ashland, proceed northeasterly in a straight line from said point along the southerly line of Blocks 13 and 9 to the southeasterly corner of Lot 6, Block 9 of said Division; thence in a northwesterly direction in a straight line along the Division line between Lots 6 and 7, Block 9, and Lots 18 and 19, Block 9 to a point equal distant in a straight line between the northeast corner of Lot 6, Block 11, and the northwest corner of Lot 6, Block 10; thence in a straight line from said point along the northeasterly line of Blocks 11 and 12 to the northwesterly corner of Block 12 in said Division; thence from said last named points southeasterly along the westerly line of Blocks 12 and 13 in said Division, in a straight line to the point of beginning, together with all the riparian rights and property appertaining to said property, hereinbefore described, lying north of the original southerly line of Chequamegon Bay, and between said shoreline and the United States Government Dock line on said Bay, together with all and singular the appurtenances, easements, privileges, franchises and servitudes, belonging or in anywise appertaining thereto.

Also, Lots Numbered 12, 13, 14, 15 and 16 in Block numbered 14, Ellis Division to Ashland.

AND WHEREAS, the said Lessee does desire in connection with its business as a public warehouseman to lease the premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Lessor hereby leases to the Lessee all of its right, title and interest in the above described premises for a period beginning May 1, 1957 and terminating April 30, 1961. It being understood however that the term of this lease shall be automatically extended for additional Four year periods thereafter, unless terminated as hereinafter set forth.

2. The Lessee hereby hires and takes said premises from the Lessor for the period above set forth, and agrees to pay as rental therefor the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Lessor.

3. The Lessee, its agents, servants, and employees, shall have the right of free ingress to and egress from said leased premises, through or over any other premises of the Lessor. Lessee shall also have the right to place and maintain its signs in and upon said premises, and on the property stored therein, to advertise to and serve as notice to the public that said leased premises shall be operated as a warehouse during the period of

Received for Record May 13, 1957 at 10:33 A. M.  
 Clarence A. Ray, Register of Deeds

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this lease. The Lessee shall also have the right to the free use of all of the Lessor's facilities for handling, storing, weighing, preserving, packing and shipping the property stored therein. The Lessee is to have sole custody and control of the leased premises and shall have the right, as a public warehouseman, to receive into storage on the leased premises goods, wares, and merchandise and issue its warehouse receipts therefor. It is expressly understood and agreed that the Lessor shall not have access to the leased premises without the permission of the Lessee, or its Agent, and the Lessor shall exercise no control of any kind or nature whatsoever over property on which warehouse receipts have been issued.

4. The Lessor warrants said premises to be suitable for the purpose for which they are intended to be used, and agrees, at its own expense, to keep said leased premises and all apparatus installed therein in constant good repair and order, and to maintain the premises at a proper temperature to protect and preserve the goods stored therein and to protect, indemnify, and hold harmless the Lessee against all claims for loss or damage of any kind or nature to the goods stored therein, or thereon, which may occur or take place through the failure of the Lessor to maintain such repairs, order and proper temperature, or from any other cause whatsoever.

5. The Lessor agrees to furnish adequate lighting for the leased premises and to pay for a light, power, water, steam, or other utility supplied to the premises during the period of the lease. Lessor further agrees to pay all taxes or assessments that have been or may be hereafter levied against said premises.

6. This lease may be terminated by either party by giving a thirty (30) day written notice to this effect to the other party. However, it is expressly agreed that in case the Lessee shall have issued and there be outstanding warehouse receipts on any goods stored in the leased premises, under no circumstances shall this lease be terminated until all such warehouse receipts have been surrendered to the Lessee for cancellation, and until Lessor shall have paid Lessee all charges and advances due or owing said Lessee by said Lessor.

7. The Lessor agrees to protect, indemnify and hold harmless the Lessee from all claims and demands of every person or persons whatsoever, either for injury or damage or claims thereof, to person or to property, upon account of anything whatsoever occurring in or about the leased premises or arising out of the use and occupancy thereof by the Lessee.

8. Should the Lessor, at any time, or in any manner, violate any of the terms or conditions of this lease, or become insolvent, or in any manner interfere with or make difficult the duties of Lessee's agents, custodians, or employees; or should the leased premises become involved in any manner in litigation; or should the Lessor or the Lessee be ejected or ousted therefrom, or should proceedings be begun for that purpose; or should the Lessee at any time deem it necessary for the protection of its interest or the property stored; then the Lessee shall have the right to remove all the property from the premises leased herein to such other place or places as the Lessee may deem expedient or proper; and in case of any such removal the Lessor undertakes and agrees to pay the Lessee all expenses of such removal and of storing said property elsewhere, including insurance costs and attorney's fees, until the return and surrender of all outstanding warehouse receipts properly endorsed for delivery, and until such delivery shall have been completed, and all payments herein referred to made.

9. The Lessor warrants and guarantees the peaceful possession of said premises by the Lessee and agrees to execute or cause to be executed any further agreement or

agreements that / be necessary to secure the convenient enjoyment of the leased premises by the Lessee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESSED BY

(Corporate Seal)

ST. PAUL TERMINAL WAREHOUSE CO. (Lessee)

Lorraine F. Anderson  
Lorraine F. Anderson

By R. C. Schall, Vice President  
R. C. Schall  
SEAL

Cora H. Midboe  
Cora H. Midboe

By F. A. Scherer Asst. Secretary  
F. A. Scherer

(Corporate Seal)

THE CLARKSON COAL COMPANY

T. E. DuBoe  
T. E. DuBoe

(Lessor)  
By Worrell Clarkson Jr. President  
Worrell Clarkson, Jr.

L. A. Soshea  
L. A. Soshea

By S. A. Johnson Secretary  
S. A. Johnson  
SEAL

STATE OF MINNESOTA

COUNTY OF RAMSEY

} ss.

On this 7th day of May 1957, before me, a Notary Public, within and for said county, personally appeared R. C. Schall and F. A. Scherer to me personally known, who being by me first duly sworn did say, each for himself, that the said R. C. Schall is the Vice President and the said F. A. Scherer is the Assistant Secretary of St. Paul Terminal Warehouse Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said R. C. Schall and the said F. A. Scherer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

HILIA KERO  
Notary Public

HILIA KERO

Notary Public, Ramsey County, Minn.  
My commission expires April 1, 1960.

STATE OF Minnesota  
COUNTY OF Ramsey

} ss:

Notarial Acknowledgment For Storer.  
(Corporation)

On this 2nd day of May 1957, before me, a Notary Public, within and for said county, personally appeared Worrell Clarkson, Jr. and S. A. Johnson to me personally known, who being by me first duly sworn did say, each for himself, that the said Worrell Clarkson, Jr. is the President and the said S. A. Johnson is the Secretary of The Clarkson Coal Co. the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and the said Worrell Clarkson, Jr. and the said S. A. Johnson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

L. A. Soshea  
Notary Public

L. A. SOSHEA

Notary Public, Ramsey County, Minn.  
My Commission Expires June 7, 1957

STATE OF - - - - -  
COUNTY OF - - - - -

} ss:

Notarial Acknowledgment for Storer.  
(Partnership)

On this - - - day of - - - - 19--, before me, a Notary Public, within and for said county, personally appeared - - - - - and - - - - - to me personally known, who being by me first duly sworn did say, each for himself, that - - - - - general partner of the partnership named in the foregoing instrument, and that said instrument was executed in behalf of said partnership by the said - - - - - and the said - - - - - and acknowledged said instrument to be the free act and deed of said partnership.

STATE OF - - - - -  
COUNTY OF - - - - -

} ss:

Notarial Acknowledgment for Storer.  
(Individual)

On this - - - day of - - - - 19--, before me, a Notary Public, within and for said County, personally appeared - - - - - to me personally known, who being by me first duly sworn did say that he is the party named in the foregoing instrument, and said instrument was executed of his own free will.

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VOL 280 PG. 402

THIS SPACE RESERVED FOR RECORDING DATA

This indenture, Made this 20th day of April  
A. D. 191970 between The Clarkson Coal & Dock Company  
a Corporation duly organized and existing under and by  
virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin  
party of the first part, and The C. Reiss Coal Company, a  
corporation duly organized and existing under and by virtue  
of the laws of the State of Wisconsin located at Sheboygan,  
Wisconsin,  
party Y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum  
of One Dollar (\$1.00) and other good and valuable consideration  
to it paid by the said party Y of the second part, the receipt whereof is hereby confessed and  
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-  
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto  
the said party Y of the second part, its heirs and assigns forever, the following described real estate, situated in  
the County of Ashland State of Wisconsin, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Nineteen (19), Twenty (20)  
Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Nine (9);  
Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Eleven (11); All  
of Block Twelve (12); All of Block Thirteen (13), More particularly described as follows:

Commencing at the Southwesterly corner of Block number Thirteen (13) in Ellis Division of  
the City of Ashland, according to the recorded plat thereof; thence northeasterly in a  
straight line from said point along the Southerly line of Blocks Number Thirteen (13) and  
Nine (9), to the Southeasterly corner of Lot Six (6), Block Nine (9) of said Division;  
Thence in a northwesterly direction in a straight line along the Division line between Lots  
Six (6), and Seven (7), Block Nine (9), and Lots Number Eighteen (18) and Nineteen (19),  
Block Nine (9), to a point equal distant in a straight line between the Northeast corner  
of Lot Number Six (6), Block Eleven (11) and the Northwest corner of Lot Six (6), Block  
Ten (10); Thence in a straight line from said point along the northeasterly line of Blocks  
Number Eleven (11) and Twelve (12) to the Northwesterly corner of Block Number Twelve (12).  
(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE) (CONTINUED)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the  
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or  
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party Y  
of the second part, and to its heirs and assigns FOREVER.

And the said The Clarkson Coal & Dock Company  
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party Y of the  
second part, its heirs and assigns, that at the time of the enrolling and delivery of these presents it is well  
seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,  
and that the same are free and clear from all incumbrances whatever. FREE

# 7  
EXEMPT

and that the above bargained premises in the quiet and peaceable possession of the said party Y of the second part, its  
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and  
DEFEND.

In Witness Whereof, the said The Clarkson Coal & Dock Company  
party of the first part, has caused these presents to be signed by T. W. Kath  
its President, and countersigned by D. G. Reinbold its Secretary,  
at Sheboygan Wisconsin, and its corporate seal to be hereunto affixed, this  
20th day of April A. D. 1970

SIGNED AND SEALED IN PRESENCE OF  
1934

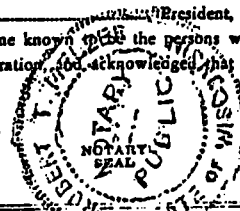
Madge E. Guenther  
Elaine L. Rammer

THE CLARKSON COAL & DOCK COMPANY  
Corporate Name  
T. W. Kath President

COUNTERSIGNED:  
D. G. Reinbold Secretary

STATE OF WISCONSIN  
Sheboygan County. } ss.  
Personally came before me, this 20th day of April, A. D. 19 70  
T. W. Kath President, and D. G. Reinbold Secretary  
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such  
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of  
said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY  
R. T. Melzer



Notary Public, Sheboygan County, Wis.  
My commission (XXXX) (is) Permanent

# Warranty Deed

**This instrument should be immediately placed on file to avoid trouble and litigation.**

Also, all of lots Number Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block number Forty-four (44), all of said land lying and being in the Original Plat of Bay City, now Ellis Division, of the City of Ashland, as the said Plats are on file and of record in the office of the Register of Deeds for Ashland County, Wisconsin.



X201535

Res. Dated  
Authorization No. November 25, 1980

DEED NO. 82584

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of SIXTY FIVE THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100-----

-----DOLLARS  
( \$ 65,168.00 ), conveys and quitclaims to CITY OF ASHLAND, WISCONSIN

of \_\_\_\_\_  
GRANTEE, all interest in the following described real estate situated in the City  
of Ashland County of Ashland and the State of Wisconsin  
to wit: PARCEL 1

That part of Block 100 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles and radially, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 99 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

A strip of land 20 feet in width extending over and across Blocks 95, 96, 97 and 98 (and Northwesterly extensions thereof), all in the Town (now City) of Ashland (Proper) and of Block 12 in Vaughn's Division of the City of Ashland; and extending over and across those parts of 9th Avenue West, 8th Avenue West, and 7th Avenue West, lying between and adjoining said Blocks, said strip of land being 10 feet in width on each side of the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 71 (including the alley therein) in Vaughn's Division of the Village (now City) of Ashland, lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

PARCEL 2

A strip of land 17 feet in width extending over and across part of Lot 8 in Block 13 of Ellis Division of the City of Ashland, and across 11th Avenue East lying Easterly of and adjoining said Block 13, said strip of land being 8.5 feet in width on each side of the center line of the "Bay Shore" spur or main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said spur or main track was originally located, and lying Southeasterly

of a line parallel with and distant 5 feet Southeasterly, measured radially, from the center line of the Clarkson Coal & Dock Company spur track (now removed), as originally located.

ALSO:

A strip of land 17 feet in width extending over and across Lots 13, 14, 15, 16, 17, 18, 22, 23 and 24, and the alley, in Block 9 of Ellis Division of the City of Ashland, and 12th Avenue East lying Northeastly of and adjoining said Block 9, said strip of land being 8.5 feet in width on each side of the center line of said "Bay Shore" spur or main track.

ALSO:

A strip of land 25 feet in width extending over and across Lots 19, 20, and 21 in said Block 9, said strip of land being 12.5 feet in width on each side of said "Bay Shore" spur or main track center line.

ALSO:

That part of Lot 4 in Block 8 of Ellis Division of the City of Ashland lying Northwestly of a line parallel with and distant 8.5 feet Southeasterly, measured at right angles, from the center line of said "Bay Shore" spur or main track and lying Southeasterly of the following described line: Beginning at a point on the Southwestly line of said Block 8, distant 16.5 feet Northwestly, measured at right angles, from said spur or main track center line; thence Northeastly along a straight line to a point distant 95.5 feet Northeastly, measured at right angles, from the Southwestly line of said Block 8, and distant 8.5 feet Northwestly, measured at right angles, from said spur or main track center line; thence Northeastly parallel with said center line a distance of 32 feet, more or less, to a point on the Northeastly line of said Block 8, and there terminating.

ALSO:

A strip of land 17 feet in width extending over and across Lot 4 in Block 7 and an unnamed street lying between Blocks 7 and 8, and 13th Avenue East, of Ellis Division of the City of Ashland, said strip of land being 8.5 feet in width on each side of the center line of said "Bay Shore" spur or main track.

ALSO:

A strip of land 18 feet in width extending over and across Blocks 5, 6, 48 and 49, including the alleys therein and over and across 14th Avenue East, 15th Avenue East, Water Street East, and an unnamed street lying between said Blocks 5 and 6, all in Ellis Division of the City of Ashland, said strip of land being 9 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, and 9 feet in width on each side of the center line of that part of Chicago and North Western Transportation Company spur track ICC No. 131 lying Westerly of the point of switch for said track ICC No. 141, both tracks as now located.

ALSO:

A strip of land 30 feet in width extending over and across Blocks 2, 3, and 4, 16th Avenue East, 17th Avenue East and an unnamed street lying between said Blocks 3 and 4, all in Ellis Division of the City of Ashland, said strip of land being 15 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of Block 1 in the Lake Shore Division of the City of Ashland, and of Block 1 of Ellis Division of the City of Ashland, and of the unnamed street lying between Blocks 1 and 2 in said Ellis Division, lying Southeasterly of a line parallel with and distant 10 feet Northwestly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 142, as said spur track is now located, lying Northwestly of a line parallel with and distant 10 feet Southeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located and lying Southwestly of the following described line: Commencing at the most Northerly corner of said Block 2 (Ellis Division); thence Northeastly along the Northwestly line, extended, of said Block 2, and the Northwestly line

and extensions thereof, of said Block 1 (Ellis Division), a distance of 395 feet to the point of beginning of the following described line: thence Southeasterly parallel with the Northeasterly line of said Block 2 a distance of 350 feet, and there terminating.

ALSO:

A strip of land 30 feet in width extending over and across part of Block 1 of Lake Shore Division of the City of Ashland, and over and across part of 20th Avenue East lying Northeasterly of and adjoining said Block 1, said strip of land being 15 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located, lying Southwesterly of the center line of 20th Avenue East, and lying Northeasterly of the following described line: Commencing at the most Northerly corner of Block 2 in Ellis Division of the City of Ashland; thence Northeasterly along the Northwesterly line, extended, of said Block 2, and the Northwesterly line, and extensions thereof, of Block 1 (Ellis Division), a distance of 395 feet to the point of beginning of the following described line: thence Southeasterly parallel with the Northeasterly line of said Block 2 a distance of 350 feet, and there terminating.

ALSO:

Those parts of Blocks 1 and 2 in the Lake Shore Division of the City of Ashland, together with that part of 20th Avenue East lying between said Blocks, all bounded and described as follows: Beginning at a point distant 15 feet Southeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located, and distant 9 feet Northerly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 225, as now located; thence Easterly parallel with said spur track (ICC No. 225) center line a distance of 525 feet, more or less, to a point distant 9 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 237, as now located; thence Easterly parallel with said last described spur track (ICC No. 237) center line, and the Easterly extension thereof, a distance of 160 feet, more or less, to a point on a line drawn at right angles to said center line, extended, at a point thereon distant 10 feet Easterly from the end of said track; thence Southerly along said last described right angle line a distance of 18 feet; thence Westerly parallel with said last described spur track (ICC No. 237) center line (and the Easterly extension thereof), a distance of 200 feet, more or less, to a point distant 9 feet Southwesterly, measured radially, from the center line of said spur track ICC No. 225; thence Southwesterly and Westerly parallel with said last described spur track (ICC No. 225) center line a distance of 560 feet, more or less, to a point distant 15 feet Southeasterly, measured at right angles, from the center line of said spur track ICC No. 141; thence Northeasterly parallel with said last described spur track (ICC No. 141) center line a distance of 75 feet, more or less, to the point of beginning.

ALSO:

That part of the Southwesterly Half of Block 3 in Lake Shore Division of Ashland, lying Northwesterly of a line parallel with and distant 9 feet Southeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 225, as now located, and lying Southeasterly of the following described line: Beginning at a point on the Southwesterly line of said Block 3, distant 9 feet Northwesterly, measured at right angles, from said spur track center line; thence Northeasterly parallel with said spur track center line a distance of 30 feet, more or less, to a point distant 9 feet Northwesterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 238, as now located; thence Northeasterly parallel with said last described spur track (ICC No. 238) center line a distance of 170 feet, more or less, to a point on the Northeasterly line of the Southwesterly Half of said Block 3, and there terminating.

ALSO:

A strip of land 50 feet in width extending over and across Blocks 2 and 3, 21st Avenue East, 22nd Avenue East, and the Northeastly Half of 20th Avenue East, all in Lake Shore Division of Ashland, said strip of land being 25 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of Block 4 in Lake Shore Division of Ashland, together with that part of 23rd Avenue East lying Northeastly of and adjoining said Block 4, all lying Southeastly of a line parallel with and distant 300 feet Northwestly, measured at right angles, from the Southeastly line of said Block 4, and lying Northwestly of a line parallel with and distant 8.5 feet Southeastly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

A strip of land 17 feet in width extending over and across Block 3 and part of Block 4, and 22nd Avenue East lying between said Blocks 3 and 4, all in Lake Shore Division of Ashland, said strip of land being 8.5 feet in width on each side of the center line of Chicago and North Western Transportation Company spur track ICC No. 143, as said spur track is now located, and lying Southeastly of a line parallel with and distant 25 feet Southeastly, measured at right angles and radially, from the center line of the main track of the Bay Shore Line branch of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track was originally located and established.

ALSO:

A strip of land 25 feet in width extending over and across Block 5 in Lake Shore Division of Ashland, and the Southwestly Half of 24th Avenue East lying Northeastly of and adjoining said Block 5, said strip of land being 12.5 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of the Southwestly 200 feet of the Southeastly 300 feet of said Block 5 lying Northwestly of the above described 25 foot-wide strip.

ALSO:

That part of the Northeastly 80 feet of said Block 5, and of the Southwestly Half of said 24th Avenue East, lying between lines parallel with and distant 42.5 feet Southeastly and 32.5 feet Northwestly, measured at right angles, from said spur track ICC No. 141 center line, and lying Northwestly and Southeastly of said 25 foot wide strip of land.

PARCEL 3

Those parts of Lots 16, 17, 18, 19, 20 and 21 in Block 48 in Ellis Division of Ashland, lying between lines parallel with and distant 9 feet Northerly and 9 feet Southerly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 131 (formerly known as the Coal Dock Main), as said spur track is now located, and lying Southerly of a line parallel with and distant 9 feet Southerly, measured radially, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located.

ALSO:

A strip of land 40 feet in width extending over and across Lots 8, 9, 10, 11, and 12, and the alley, in Block 48 in Ellis Division of Ashland, and over and across 15th Avenue East, and the Northwestly Half of St. Clair

Street East, said strip of land being 20 feet in width on each side of the center line of said spur track ICC No. 131, and lying Southwesterly of the Northeastery line, extended, of said 15th Avenue East.

ALSO:

That part of the Northeast Quarter of the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34, Township 48 North, Range 4 West of the Fourth Principal Meridian (also known as Blocks 52 and 93, Ellis Division, and Block 27, Lake Shore Division, all in the City of Ashland), bounded and described as follows: Beginning at a point on the Northwestern line of St. Clair Street East, distant 25 feet Northeastery, measured at right angles, from the center line of said spur track ICC No. 131; thence Southeastery parallel with said spur track center line a distance of 3,550 feet, more or less, to a point on the East line of the Northwest Quarter of said Section 34; thence Southerly along said East line a distance of 60 feet, more or less, to a point distant 25 feet Southwesterly, measured at right angles, from said spur track center line; thence Northwesternly parallel with said spur track center line a distance of 625 feet, more or less, to a point on the Northwestern line of 6th Street East; thence Southwesterly along said Northwesternly line of 6th Street East a distance of 50 feet, more or less, to a point distant 25 feet Southwesterly, measured radially, from the center line of Chicago and North Western Transportation Company Wye track No. 154, as said Wye track is now located; thence Northwesternly parallel with said Wye track center line a distance of 225 feet, more or less, to a point distant 25 feet Southwesterly, measured at right angles, from the center line of said spur track ICC No. 131; thence Northwesternly parallel with said last described spur track (ICC No. 131) center line a distance of 510 feet, more or less, to a point on a line drawn at right angles to said spur track (ICC No. 131) center line, and passing through a point on a line drawn parallel with and distant 50 feet Southwesterly therefrom, distant 500 feet Northwesternly, measured along said parallel line, from the intersection thereof with the Northwesternly extension of the Northeastery line of 19th Avenue East; thence Southwesterly along said last described right angle line a distance of 25 feet; thence Northwesternly parallel with and distant 50 feet Southwesterly, measured at right angles and radially from said spur track (ICC No. 131) center line, a distance of 1,600 feet, more or less, to a point on the center line of 16th Avenue East; thence Northwesternly along said center line of 16th Avenue East a distance of 80 feet, more or less, to a point on the center line of Front Street East; thence Southwesterly along said center line of Front Street East a distance of 80 feet, more or less, to a point distant 60 feet Southwesterly, measured at right angles, from said spur track (ICC No. 131) center line; thence Northwesternly parallel with said spur track center line a distance of 450 feet, more or less, to a point on the center line of said 15th Avenue East; thence Northwesternly along said center line of 15th Avenue East a distance of 35 feet, more or less, to a point on the center line of St. Clair Street East; thence Northeastery along said center line of St. Clair Street East a distance of 33 feet, more or less, to a point on the Northeastery line, extended, of said 15th Avenue East; thence Northwesternly along said Northeastery line, extended, of 15th Avenue East, a distance of 40 feet, more or less, to a point on the Northwesternly line of said St. Clair Street East; thence Northeastery along said Northwesternly line of St. Clair Street East a distance of 15 feet, more or less, to the point of beginning.

ALSO:

That part of the South Half of the Northeast Quarter of said Section 34, bounded and described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 34, distant 25 feet Northeastery, measured at right angles, from said spur track (ICC No. 131) center line; thence Southeastery parallel with said spur track center line a distance of 340 feet, more or less, to a point distant 165 feet Southwesterly, measured at right angles, from the Southeastery extension of the Southwesterly line of 22nd Avenue East, thence Northwesternly parallel with said Southwesterly line, extended, of 22nd Avenue East, a distance of 60 feet, more or less, to a point distant 20 feet Northeastery, measured radially, from the center line of Chicago and North Western Transportation Company lead yard track ICC No. 124, as now located; thence Southeastery and Easterly parallel with said lead yard track center line a distance of 1,485 feet, more or less, to a point distant 700 feet Easterly, measured parallel with said lead yard track center line, from the point of switch for Chicago and North Western Transportation Company spur track ICC No. 239; thence Southerly at right angles to the last described course

DEED No. 82584

Res. Dated

Authorization No. November 25, 1980

a distance of 130 feet, more or less, to a point distant 43.5 feet Southerly, measured at right angles, from the center line of the main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company) as said main track center line was originally located and established across said Section 34; thence Westerly parallel with said original main track center line a distance of 800 feet, more or less, to a point distant 25 feet Southwesterly, measured at right angles, from the Southeasterly extension of the center line of the most Southeasterly of two Northwesterly-Southeasterly tangent segments of yard connecting track ICC No. 103, as said track is now located; thence Northwesterly parallel with said last described yard track center line, and the Southeasterly extension thereof (and as said track continues Northwesterly to its end), a distance of 700 feet, more or less, to a point distant 25 feet Southwesterly, measured radially, from the center line of said spur track ICC No. 131; thence Northwesterly parallel with said last described spur track (ICC No. 131) center line a distance of 300 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 34; thence Northerly along said West line a distance of 57 feet, more or less, to the point of beginning.

PARCEL 4

That part of the Southwest Quarter of the Northeast Quarter of Section 4, Township 48 North, Range 4 West of the Fourth Principal Meridian, bounded as follows: On the Northeast by a line parallel with and distant 8.5 feet Northeasterly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 239, as said spur track is now located; on the Northwest (North) by the North line of the Southwest Quarter of the Northeast Quarter of said Section 34; on the Southwest by a line parallel with and distant 8.5 feet Southwesterly, measured at right angles, from the center line, and the Southeasterly extension of the tangent segment thereof, of said spur track ICC No. 239; and on the Southeast (South) by a line parallel with and distant 20 feet Northerly, measured at right angles, from the center line of Chicago and North Western Transportation Company lead yard track ICC No. 124, as said yard track is now located.

ALSO:

Lots 5, 6, 7, 15, 16, 17 and 18 in Block 58 of Lake Shore Addition to the City of Ashland.

ALSO:

Lots 1, 2, 3, 4, 19 and 20 in Block 73 of said Lake Shore Addition.

ALSO:

Lots 1, 19 and 20 in Block 89 of said Lake Shore Addition.

ALSO:

Lots 1, 2 and 3 in Block 100 of said Lake Shore Addition.

PARCEL 5

That part of the Southeast Quarter of the Northeast Quarter of Section 34, and of the Southwest Quarter of the Northwest Quarter of Section 35, Township 48 North, Range 4 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the center line of the Chicago and North Western Transportation Company lead yard track ICC No. 124 and the center line of Chicago and North Western Transportation Company spur track ICC No. 239 (at the point of switch thereof), as both tracks are now located; thence Easterly along the center line of said lead yard track ICC No. 124 a distance of 700 feet to the point of beginning of the tract of land herein described; thence Southerly at right angles to the last described course a distance of 110 feet, more or less, to a point distant 43.5 feet Southerly, measured at right angles, from the center line of the main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was

originally located and established across said Sections 34 and 35; thence Easterly parallel with said original main track center line a distance of 2,230 feet, more or less, to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 35; thence Northerly along said East line to a point distant 76.5 feet Northerly, measured at right angles, from said original main track center line; thence Westerly parallel with said original main track center line a distance of 2,235 feet, more or less, to a point on a line drawn at right angles to the center line of said lead yard track (ICC No. 124) through the point of beginning; thence Southerly along said last described right angle line a distance of 10 feet, more or less, to the point of beginning.

Subject to:

- (1) Roads and highways, if any.
- (2) Easements of record.
- (3) The rights of Grantor's licensees to continue to maintain, operate and use all gas lines, existing conduits, sewers, water mains, electric power or communication lines, wires and other utilities, if any, under license in effect January 19, 1982.

Excepting and Reserving, however, unto the Grantor, its successors and assigns, and those whom it may elect, subject to usual terms and conditions for a private crossing, a permanent easement right in common with the Grantee, its successors and assigns, to use for driveway purposes the following described real estate, to wit:

That part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 48 North, Range 4 West of the Fourth Principal Meridian, bounded as follows: On the North by the North line of the Southwest Quarter of the Northeast Quarter of said Section 34; On the South by a line parallel with and distant 50 feet Southerly, measured at right angles, from said North line; And on the Northeast and Southwest by lines parallel with and distant 8.5 feet Northeasterly and 8.5 feet Southwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 239, as said spur track is now located, and as may be hereinafter located.

Grantor, its successors and assigns, shall have the right to construct such crossing subject to reasonable terms and conditions as may be required by the City or its operator. Also, Grantor, its successors and assigns, and those whom it may elect, assumes no responsibility for any cost in connection with the construction and reconstruction, maintenance or repair of said driveway.

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees to comply at no cost to Grantor, with any and all governmental requirements relating to land division or use.

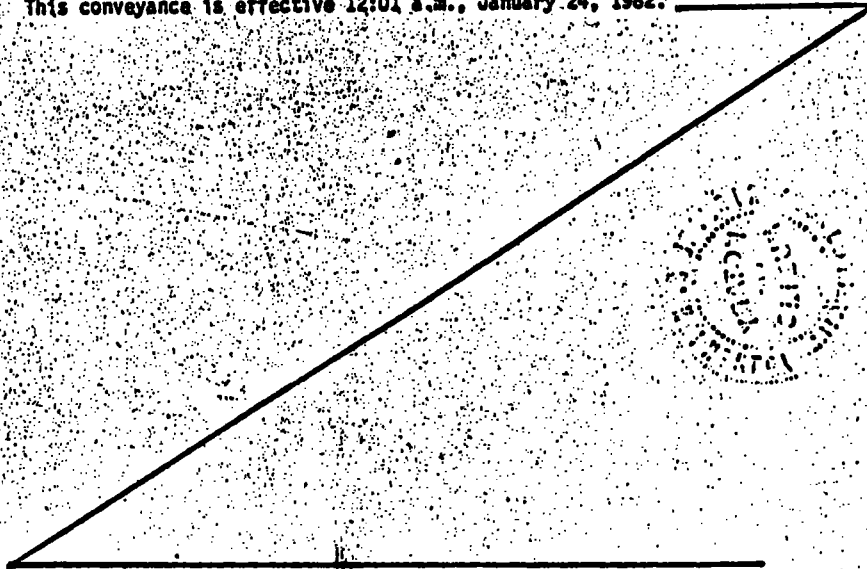


This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

Be it expressly provided, however, that Grantor, for itself, its agents, employees, contractors, its successors and assigns, shall have the right to enter upon and use the above described real estate until June 1, 1983, subject to reasonable terms and conditions but without further monetary consideration by agreement between Grantor and Grantee's operator, Soo Line Railroad Company, for the purpose of removing track, facilities and other appurtenances from said real estate and for the purpose of removing track, facilities and other appurtenances from adjoining real estate.

This conveyance is intended to convey continuous rail corridors between the end points of the track segments described hereinabove, as Parcels 1 through 5, including but not limited to rights of way across all unnamed alleys and streets, 6th, 10th and 11th Avenues West, and 4th, 5th, 6th, and 7th Streets East.

This conveyance is effective 12:01 a.m., January 24, 1982.



DATED this 19th day of January, 19 82.

Signed, Sealed and Delivered in  
Presence of:

Robin Bourne-Caris  
Robin Bourne-Caris

Nancy J. Zubik  
Nancy J. Zubik

Chicago and North Western Transportation Company

By Robert W. Mickey  
Robert W. Mickey, Vice President  
Eloan A. Schramm  
Eloan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company,  
165 North Canal Street, Chicago, Illinois 60606

# RESOLUTION

No. 13602

## RESOLUTION TO DISCONTINUE THE ALLEY IN BLOCK 44, ELLIS DIVISION

WHEREAS, the alley in Block 44, Ellis Division, has not been worked on or used as an alley for more than five years and monies have not been expended thereon; and,

WHEREAS, in accordance with Wisconsin Statute 66.296 (4) and 80.32, said alley meets the requirements for abandonment; and,

WHEREAS, appropriate notice has been given to the proposed discontinuance according to Wisconsin State Statute 66.296 (5).

NOW, THEREFORE, BE IT RESOLVED that portions of said alley henceforth shall be deemed to be abandoned and shall be divided equally between the owners of lands on each side thereof for taxation purposes. Easements for public utilities and access to public utilities are specifically reserved by the City of Ashland.

PASSED: April 11, 1989

ATTEST:

Jane S. Smith, City Clerk

Francis A. Ant  
Councilperson

Daniel O. Theno, Mayor

X225324

REGISTER OF DEEDS OFFICE ASHLAND COUNTY, WI Received for Record at 10:50'clock A.M. duly recorded in Vol. 420 of Records on Page 409 APR 25 1989 Wendell R. Fricke REGISTER OF DEEDS
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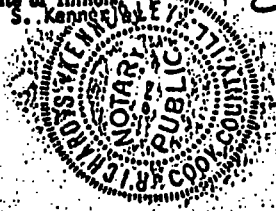
STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Richard S. Kennerley a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Asst Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th of January 1982

*Richard S. Kennerley*  
Notary Public, in and for the County of Cook,  
in the State of Illinois.  
Richard S. Kennerley

My Commission Expires November 8, 1984



QUIT-CLAIM DEED

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

TO

State of Wisconsin )  
County of Ashland ) ss.

This instrument was filed for record  
in the Register of Deeds

Office, in and for said County, on the  
17th day of February

A.D. 1982 at 9:15 o'clock AM  
and recorded

In Vol. 364 of Records  
on page 99 thereof.

*Myself R. Kennerley*  
Register of Deeds

VOL 364 PG. 107

## **Appendix C**

### **EDR Sanborn, Inc., Results**

**The EDR-Radius Map  
with GeoCheck™**

**Clarkson Dock  
321 N 11th Ave E  
Ashland, WI 54806**

**Inquiry Number: 170044.2s**

**April 16, 1997**



**Environmental  
Data  
Resources, Inc.**

**Creators of Toxicheck®**

***The Source  
For Environmental  
Risk Management  
Data***

**3530 Post Road  
Southport, Connecticut 06490**

**Nationwide Customer Service**

**Telephone: 1-800-352-0050  
Fax: 1-800-231-6802**

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***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

### Disclaimer

This Report contains information obtained from a variety of public sources and EDR makes no representation or warranty regarding the accuracy, reliability, quality, or completeness of said information or the information contained in this report. The customer shall assume full responsibility for the use of this report. No warranty of merchantability or of fitness for a particular purpose, expressed or implied, shall apply and EDR specifically disclaims the making of such warranties. In no event shall EDR be liable to anyone for special, incidental, consequential or exemplary damages. Copyright (c) 1997 by EDR. All rights reserved.

## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-97. Search distances are per ASTM standard or custom distances requested by the user.

The address of the subject property for which the search was intended is:

321 N 11TH AVE E  
ASHLAND, WI 54806

No mapped sites were found in EDR's search of available ( "reasonably ascertainable ") government records either on the subject property or within the ASTM E 1527-97 search radius around the subject property for the following Databases:

NPL:	National Priority List
Delisted NPL:	NPL Deletions
RCRIS-TSD:	Resource Conservation and Recovery Information System
SHWS:	Hazard Ranking List
CERCLIS:	Comprehensive Environmental Response, Compensation, and Liability Information System
CERC-NFRAP:	Comprehensive Environmental Response, Compensation, and Liability Information System
CORRACTS:	Corrective Action Report
SWF/LF:	Landfills Currently Licensed
LUST:	L.U.S.T. Database
RAATS:	RCRA Administrative Action Tracking System
RCRIS-SQG:	Resource Conservation and Recovery Information System
RCRIS-LQG:	Resource Conservation and Recovery Information System
HMIRS:	Hazardous Materials Information Reporting System
PADS:	PCB Activity Database System
ERNS:	Emergency Response Notification System
FINDS:	Facility Index System
TRIS:	Toxic Chemical Release Inventory System
NPL Lien:	Federal Superfund Liens
TSCA:	Toxic Substances Control Act
MLTS:	Material Licensing Tracking System
WI Spills:	Spills Database
WI WRRSER:	Wisconsin Remedial Response Site Evaluation Report
WI ERP:	Emergency Response Program Database
WI WDS:	Registry of Waste Disposal Sites
ROD:	Records Of Decision
CONSENT:	Superfund (CERCLA) Consent Decrees

Unmapped (orphan) sites are not considered in the foregoing analysis.

### Search Results:

Search results for the subject property and the search radius, are listed below:

### Subject Property:

The subject property was not listed in any of the databases searched by EDR.



## EXECUTIVE SUMMARY

### Surrounding Properties:

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the subject property includes a tolerance of -10 feet. Sites with an elevation equal to or higher than the subject property have been differentiated below from sites with an elevation lower than the subject property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

**UST:** The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data comes from the Department of Industry, Labor & Human Resources' List: All Underground Storage Tanks Except for Fuel Oil.

A review of the UST list, as provided by EDR, and dated 02/20/1996 has revealed that there is 1 UST site within approximately 0.25 Miles of the subject property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
LAKEVIEW MOBIL	1022 FRONT ST W	1/8 - 1/4	1	8

### (Coal Gas) Former Manufactured gas (Coal Gas) Sites:

The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative

A review of the Coal Gas list, as provided by EDR, has revealed that there is 1 Coal Gas site within approximately 1 Mile of the subject property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
ASHLAND LIGHTING CO.	300-312 ST. CLAIR, 112	1/2 - 1	2	11

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

<u>Site Name</u>	<u>Database(s)</u>
TOWN OF ONEIDA LANDFILL	SHWS, WI WRRSER
COUNTRY ROAD A SLUDGE DISPOSAL	CERCLIS, FINDS
VERLYN CLARK	WI WRRSER, WI WDS, SWF/LF
ASHLAND CITY LANDFILL	LUST, SWF/LF
AMERICAN CAN CO	WI ERP, WI WDS, SWF/LF
VERLYN CLARK	WI WDS, SWF/LF
ASHLAND WASTEWATER CONVEYANCE	UST
BAYSIDE TIMBER CORP	UST
IRVIN BRITTIG	UST
MERVIN TODY	UST
THREE EAGLES	UST
FARMERS LIVESTOCK MARKET	UST
GLEN K OLSON	UST
GREAT LAKES GAS TRANS CO	UST
OSCAR JUSULA	UST
GERALD F ZIFKA	UST
GREAT LAKES GAS TRANSMISSION C	RCRIS-SQG, FINDS, UST
MILIES MOQUAH NEPS BAR	UST
NICK G BETLEY	UST
CARL O LINDAHL	UST
TOM BUTTERWORTH	UST
BAYSIDE TIMBER CORP	RCRIS-SQG, FINDS
TALL TIMBER SALES	RCRIS-SQG, FINDS
ASHLAND AG RESEARCH STA UW	RCRIS-SQG, FINDS
VON HOLZER PONT BUICK GMC INC	RCRIS-SQG, FINDS
PAMIDA INC	RCRIS-SQG
LAKE SUPERIOR DIST PWR BAYFRONT ST	RCRIS-SQG, FINDS
NSPW WHITE RIVER HYDRO	RCRIS-SQG, FINDS
DARWIN FORD MERCURY INC	RCRIS-SQG, FINDS
INDIAN LAKE TAXIDERM	FINDS, RCRIS-LQG



# GEOCHECK VERSION 2.1 SUMMARY

## GEOLOGIC AGE IDENTIFICATION†

Geologic Code: Z  
Era: Precambrian  
System: Precambrian  
Series: Z Sedimentary rocks

## ROCK STRATIGRAPHIC UNIT†

Category: Stratified Sequence

## GROUNDWATER FLOW INFORMATION

*Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, including well data collected on nearby properties, regional groundwater flow information (from deep aquifers), or surface topography.‡*

General Topographic Gradient: General NNW  
General Hydrogeologic Gradient: No hydrogeologic data available.  
Site-Specific Hydrogeological Data\*:  
Search Radius: 2.0 miles  
Status: Not found

## USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property: 2446090-E7 ASHLAND EAST, WI

## FEDERAL DATABASE WELL INFORMATION

<u>WELL QUADRANT</u>	<u>DISTANCE FROM TP</u>	<u>LITHOLOGY</u>	<u>DEPTH TO WATER TABLE</u>
NO WELLS FOUND			

## STATE DATABASE WELL INFORMATION

<u>WELL QUADRANT</u>	<u>DISTANCE FROM TP</u>
NO WELLS FOUND	

## PUBLIC WATER SUPPLY SYSTEM INFORMATION (EPA-FRDS)

Searched by Nearest Well.

NOTE: PWS System location is not always the same as well location.

PWS Name: HILLMOR SUPPER CLUB  
ASHLAND, WI 54806

Location Relative to TP: 1/2 - 1 Mile South

Well currently has or has had major violation(s): No

## AREA RADON INFORMATION

Zip Code: 54806

Number of sites tested: 4

<u>Area</u>	<u>Average Activity</u>	<u>% &lt;4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% &gt;20 pCi/L</u>
Living Area - 1st Floor	0.375 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	1.100 pCi/L	100%	0%	0%

† Source: P.G. Schruben, R.E. Arndt and W.J. Beebe, Geology of the Contaminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Bellman Map, USGS Digital Data Series DDS - 11 (1994).  
‡ U.S. EPA Ground Water Handbook, Vol I: Ground Water and Contamination, Office of Research and development EPA/625/6-90/016a, Chapter 4, page 78, September 1990.



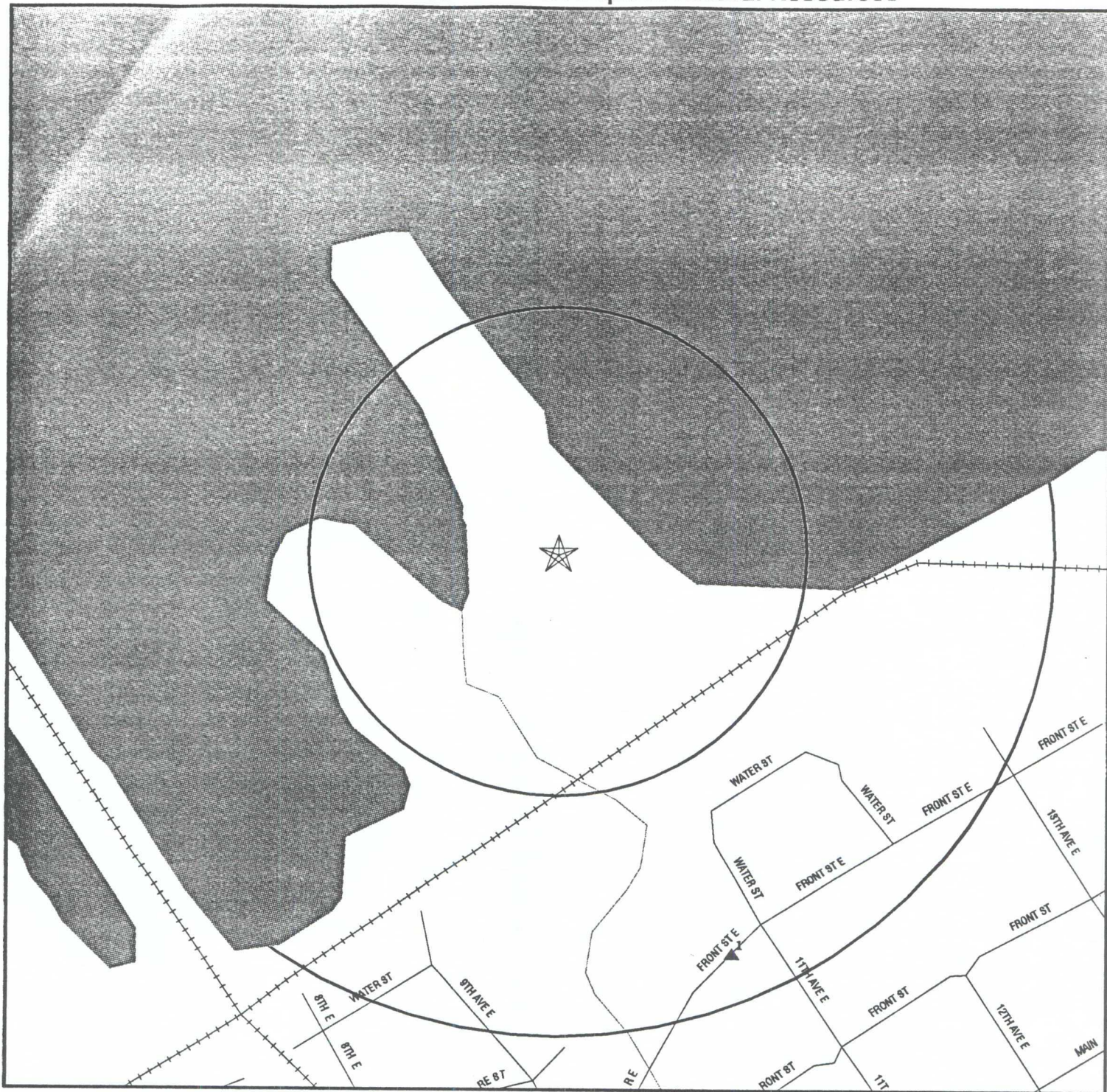
A detailed map of the Port of Seattle, showing the city grid, waterfront, and two concentric circles representing a search area. The map includes labels for streets such as Front St E, 1st Ave E, 2nd Ave E, 3rd Ave E, 4th Ave E, 5th Ave E, 6th Ave E, 7th Ave E, 8th Ave E, 9th Ave E, 10th Ave E, 11th Ave E, 12th Ave E, 13th Ave E, 14th Ave E, 15th Ave E, 16th Ave E, 17th Ave E, 18th Ave E, 19th Ave E, 20th Ave E, 21st Ave E, 22nd Ave E, 23rd Ave E, 24th Ave E, 25th Ave E, 26th Ave E, 27th Ave E, 28th Ave E, 29th Ave E, 30th Ave E, 31st Ave E, 32nd Ave E, 33rd Ave E, 34th Ave E, 35th Ave E, 36th Ave E, 37th Ave E, 38th Ave E, 39th Ave E, 40th Ave E, 41st Ave E, 42nd Ave E, 43rd Ave E, 44th Ave E, 45th Ave E, 46th Ave E, 47th Ave E, 48th Ave E, 49th Ave E, 50th Ave E, 51st Ave E, 52nd Ave E, 53rd Ave E, 54th Ave E, 55th Ave E, 56th Ave E, 57th Ave E, 58th Ave E, 59th Ave E, 60th Ave E, 61st Ave E, 62nd Ave E, 63rd Ave E, 64th Ave E, 65th Ave E, 66th Ave E, 67th Ave E, 68th Ave E, 69th Ave E, 70th Ave E, 71st Ave E, 72nd Ave E, 73rd Ave E, 74th Ave E, 75th Ave E, 76th Ave E, 77th Ave E, 78th Ave E, 79th Ave E, 80th Ave E, 81st Ave E, 82nd Ave E, 83rd Ave E, 84th Ave E, 85th Ave E, 86th Ave E, 87th Ave E, 88th Ave E, 89th Ave E, 90th Ave E, 91st Ave E, 92nd Ave E, 93rd Ave E, 94th Ave E, 95th Ave E, 96th Ave E, 97th Ave E, 98th Ave E, 99th Ave E, 100th Ave E.

- Power transmission lines  
Oil & Gas pipelines

CUSTOMER: WI Dept. of Natural Resources  
CONTACT: Amy Parkinson-Walden  
INQUIRY #: 170044.2s  
DATE: April 16, 1997 9:42 am



# DETAIL MAP - 170044.2s - WI Dept. of Natural Resources



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites (if requested)
- ▲ Sensitive Receptors
- National Priority List Sites
- Landfill Sites

 Power transmission lines  
 Oil & Gas pipelines



**TARGET PROPERTY:** Clarkson Dock  
**ADDRESS:** 321 N 11th Ave E  
**CITY/STATE/ZIP:** Ashland WI 54806  
**LAT/LONG:** 46.6015 / 90.8744

**CUSTOMER:** WI Dept. of Natural Resources  
**CONTACT:** Amy Parkinson-Walden  
**INQUIRY #:** 170044.2s  
**DATE:** April 16, 1997 9:43 am

# MAP FINDINGS SUMMARY SHOWING ALL SITES

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	0	0	0	0	NR	0
Delisted NPL	TP		NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		0.500	0	0	0	NR	NR	0
CERC-NFRAP	TP		NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	0	0	0	NR	NR	0
UST		0.250	0	1	NR	NR	NR	1
RAATS	TP		NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	0	0	NR	NR	NR	0
RCRIS Lg. Quan. Gen.		0.250	0	0	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ERNS	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
WI Spills	TP		NR	NR	NR	NR	NR	0
Wisconsin WRRSER	TP		NR	NR	NR	NR	NR	0
WI ERP	TP		NR	NR	NR	NR	NR	0
WI WDS		0.500	0	0	0	NR	NR	0
ROD		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	1	NR	1

TP = Target Property

NR = Not Requested at this Search Distance

\* Sites may be listed in more than one database



# **MAP FINDINGS SUMMARY SHOWING ONLY SITES HIGHER THAN OR THE SAME ELEVATION AS TP**

<u>Database</u>	<u>Target Property</u>	<u>Search Distance (Miles)</u>	<u>&lt; 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>&gt; 1</u>	<u>Total Plotted</u>
NPL		1.000	0	0	0	0	NR	0
Delisted NPL	TP		NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		0.500	0	0	0	NR	NR	0
CERC-NFRAP	TP		NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	0	0	0	NR	NR	0
UST		0.250	0	1	NR	NR	NR	1
RAATS	TP		NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	0	0	NR	NR	NR	0
RCRIS Lg. Quan. Gen.		0.250	0	0	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ERNS	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
WI Spills	TP		NR	NR	NR	NR	NR	0
Wisconsin WRRSER	TP		NR	NR	NR	NR	NR	0
WI ERP	TP		NR	NR	NR	NR	NR	0
WI WDS		0.500	0	0	0	NR	NR	0
ROD		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	1	NR	1

TP = Target Property

NR = Not Requested at this Search Distance

\* Sites may be listed in more than one database

# MAP FINDINGS

Map ID				EDR ID Number
Direction				EPA ID Number
Distance				
Elevation	Site		Database(s)	

1	LAKEVIEW MOBIL		UST	U001800800
SSE	1022 FRONT ST W			N/A
1/8-1/4	ASHLAND, WI 54806			
Higher				

## UST:

Tank ID:	020100134	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	8000
User Type:	Gas Station	Contents:	Leaded
Date Abandoned:	11/01/1987	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	01/01/1979	Spill Cont:	N
Owner Name:	GEORGE MONIZA		
Owner Address:	PO BOX 343		
	ASHLAND, WI 54806		
Facility Status:	Abandoned - Tank Removed		
Construction Material:	Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Not Defined		
Piping Construction:	Unknown		
Piping Leak Detect:	Not Defined, Not Defined		
Tank Leak Detect:	Not Defined, Not Defined		

Tank ID:	020100135	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	6000
User Type:	Gas Station	Contents:	Unleaded
Date Abandoned:	12/10/1987	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	01/01/1976	Spill Cont:	N
Owner Name:	GEORGE MONIZA		
Owner Address:	105 6TH ST W		
	ASHLAND, WI 54806		
Facility Status:	Abandoned - Filled with Inert Material		
Construction Material:	Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Not Defined		
Piping Construction:	Unknown		
Piping Leak Detect:	Not Defined, Not Defined		
Tank Leak Detect:	Not Defined, Not Defined		

# MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

## LAKEVIEW MOBIL (Continued)

U001800800

Tank ID:	020100136	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	6000
User Type:	Gas Station	Contents:	Leaded
Date Abandoned:	12/10/1987	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	01/01/1976	Spill Cont:	N
Owner Name:	GEORGE MONIZA		
Owner Address:	105 6TH ST W ASHLAND, WI 54806		
Facility Status:	Abandoned - Filled with Inert Material		
Construction Material:	Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Not Defined		
Piping Construction:	Unknown		
Piping Leak Detect:	Not Defined, Not Defined		
Tank Leak Detect:	Not Defined, Not Defined		

Tank ID:	020100328	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	550
User Type:	Gas Station	Contents:	Kerosene
Date Abandoned:	Not reported	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	12/09/1987	Spill Cont:	N
Owner Name:	LAKEVIEW MOBIL		
Owner Address:	1022 W LAKESHORE DR ASHLAND, WI 54806		
Facility Status:	In Use		
Construction Material:	Cathodically Protected and Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Suction Piping with Check Valve at Tank		
Piping Construction:	Other		
Piping Leak Detect:	Tightness Testing, Not Defined		
Tank Leak Detect:	Manual Tank Gauging (only for tanks of less than 1000 gallons), Not Defined		

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**LAKEVIEW MOBIL (Continued)**

**U001800800**

Tank ID:	020100329	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	1000
User Type:	Gas Station	Contents:	Leaded
Date Abandoned:	Not reported	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	12/09/1987	Spill Cont:	N
Owner Name:	LAKEVIEW MOBIL		
Owner Address:	1022 W LAKESHORE DR		
	ASHLAND, WI 54806		
Facility Status:	In Use		
Construction Material:	Cathodically Protected and Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Suction Piping with Check Value at Tank		
Piping Construction:	Other		
Piping Leak Detect:	Tightness Testing, Not Defined		
Tank Leak Detect:	Manual Tank Gauging (only for tanks of less than 1000 gallons), Not Defined		
Tank ID:	020100330	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	8000
User Type:	Gas Station	Contents:	Unleaded
Date Abandoned:	Not reported	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	12/09/1987	Spill Cont:	N
Owner Name:	LAKEVIEW MOBIL		
Owner Address:	1022 W LAKESHORE DR		
	ASHLAND, WI 54806		
Facility Status:	In Use		
Construction Material:	Cathodically Protected and Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Suction Piping with Check Value at Tank		
Piping Construction:	Other		
Piping Leak Detect:	Tightness Testing, Not Defined		
Tank Leak Detect:	Tightness Testing, Not Defined		

# MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

## LAKEVIEW MOBIL (Continued)

U001800800

Tank ID:	020100331	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	8000
User Type:	Gas Station	Contents:	Unleaded
Date Abandoned:	Not reported	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	12/09/1987	Spill Cont:	N
Owner Name:	LAKEVIEW MOBIL		
Owner Address:	1022 W LAKESHORE DR ASHLAND, WI 54806		
Facility Status:	In Use		
Construction Material:	Cathodically Protected and Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Suction Piping with Check Value at Tank		
Piping Construction:	Other		
Piping Leak Detect:	Tightness Testing, Not Defined		
Tank Leak Detect:	Tightness Testing, Not Defined		

Tank ID:	020100332	Fire Dept Cover:	City
Fed Regulated:	Yes	Capacity:	8000
User Type:	Gas Station	Contents:	Unleaded
Date Abandoned:	Not reported	Site Assessment:	Not reported
Out of Serv Date:	Not reported	Last Inspection:	10/17/1995
Double Wall:	No	Overfill Prot:	N
Date Installed:	12/09/1987	Spill Cont:	N
Owner Name:	LAKEVIEW MOBIL		
Owner Address:	1022 W LAKESHORE DR ASHLAND, WI 54806		
Facility Status:	In Use		
Construction Material:	Cathodically Protected and Coated Steel		
Chemical CAS #:	Not reported		
Piping Type:	Suction Piping with Check Value at Tank		
Piping Construction:	Other		
Piping Leak Detect:	Tightness Testing, Not Defined		
Tank Leak Detect:	Tightness Testing, Not Defined		

2  
SW  
1/2-1  
Higher

ASHLAND LIGHTING CO.  
300-312 ST. CLAIR, 112 N. 3RD AV. E.  
ASHLAND, WI 5480

Coal Gas G000001471  
N/A

### COAL GAS SITE DESCRIPTION:

1895, site called Ashland Lighting & St. Railway Co. 1909, called Ashland Light Power and Street Railway Co. 1923, called Lake Superior District Power Co. Ashland Lighting Co is on the southeastern side of St. Clair, between 4th Ave. (Pulp Hoist Rd.) and 3rd Ave.

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## ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
ASHLAND	U002179734	ASHLAND WASTEWATER CONVEYANCE	11TH AVE E	54806	UST	
ASHLAND	U003015398	BAYSIDE TIMBER CORP	11TH AVE E & CTY A	54806	UST	
ASHLAND	1000662818	BAYSIDE TIMBER CORP	11TH AVE E 1 MILE OF HWY 2	54806	RCRIS-SQG, FINDS	
ASHLAND	1000697199	TALL TIMBER SALES	RT 2 BOX 66	54806	RCRIS-SQG, FINDS	
ASHLAND	1000697482	ASHLAND AG RESEARCH STA UW	HWY 2 W	54806	RCRIS-SQG, FINDS	
ASHLAND	1000993528	VON HOLZER PONT BUICK GMC INC	1606 HWY 2 E	54806	RCRIS-SQG, FINDS	
ASHLAND	1001031974	PAMIDA INC	HWY 2	54806	RCRIS-SQG	
ASHLAND	U002124860	IRVIN BRITTIG	RT 2 BOX 449	54806	UST	
ASHLAND	U002192721	MERVIN TODY	RT 2	54806	UST	
ASHLAND	U002198989	THREE EAGLES	RT 2 HWY 2	54806	UST	
ASHLAND	U003018593	FARMERS LIVESTOCK MARKET	RT 2	54806	UST	
ASHLAND	U003019700	GLEN K OLSON	RT 2 BOX 67	54806	UST	
ASHLAND	U003019902	GREAT LAKES GAS TRANS CO	3200 HWY 2 E	54806	UST	
ASHLAND	U003022387	OSCAR JUSULA	RT 2 BOX 256	54806	UST	
ASHLAND	U003019516	GERALD F ZIFKA	RT BOX 178-A	54806	UST	
ASHLAND	1000198893	LAKE SUPERIOR DIST PWR BAYFRONT ST	W FRONT ST	54806	RCRIS-SQG, FINDS	
ASHLAND	1000158592	GREAT LAKES GAS TRANSMISSION C	ST HWY 2	54806	RCRIS-SQG, FINDS, UST	
ASHLAND	1000921070	NSPW WHITE RIVER HYDRO	ST HWY 112 TOWN OF WHITE RIVER	54806	RCRIS-SQG, FINDS	
ASHLAND	U003021984	MILIES MOQUAH NEPS BAR	MOQUAH HWY G	54806	UST	
ASHLAND	S100748210	VERLYN CLARK	NW NW S25 48N 04W	54806	WI WRRSER, WI WDS, SWF/LF	2398 TEMP
ASHLAND	1000436957	DARWIN FORD MERCURY INC	2MI W OF ASHLAND HWY 2	54806	RCRIS-SQG, FINDS	
ASHLAND	S101387925	ASHLAND CITY LANDFILL	WOODBURY LANE	54806	LUST, SWF/LF	000720
LADYSMITH	U002193589	NICK G BETLEY	RT 2	54806	UST	
ODANAH	1000893488	COUNTRY ROAD A SLUDGE DISPOSAL	NW 1/4 OF SEC 35 T48N, R3W	54806	CERCLIS, FINDS	
ONEIDA INDIAN RESERV	S101013602	TOWN OF ONEIDA LANDFILL	FISH CREEK ROAD	54806	SHWS, WI WRRSER	
PILSEN	U002203286	CARL O LINDAHL	RT 3 BOX 300	54806	UST	
SANBORN	U002135831	TOM BUTTERWORTH	RT 2 BOX 476 ASHLAND	54806	UST	
SANBORN	1000664663	INDIAN LAKE TAXIDERM	CNTY HWY E	54806	FINDS, RCRIS-LQG	
SANBORN	S100748274	AMERICAN CAN CO	SE NW S22 47N 03W	54806	WI ERP, WI WDS, SWF/LF	2464 TRANS
SANBORN	S100748275	VERLYN CLARK	NW NW S35 48N 03W	54806	WI WDS, SWF/LF	2397 TEMP

**GEOCHECK VERSION 2.1**  
**PUBLIC WATER SUPPLY SYSTEM INFORMATION**

Searched by Nearest Well.

**PWS SUMMARY:**

PWS ID:	WI8020435	PWS Status:	Active	Distance from TP:	1/2 - 1 Mile
Date Initiated:	Not Reported	Date Deactivated:	Not Reported	Dir relative to TP:	South
PWS Name:	HILLMOR SUPPER CLUB ASHLAND, WI 54806				

Addressee / Facility: Not Reported

Facility Latitude:	46 35 33	Facility Longitude:	090 53 00
City Served:	Not Reported		
Treatment Class:	Untreated	Population Served:	Under 101 Persons

Well currently has or has had major violation(s): No



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Elapsed ASTM days:** Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

## FEDERAL ASTM RECORDS:

### **CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System**

Source: EPA/NTIS

Telephone: 703-603-8904

CERCLIS: CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 12/31/96

Date Made Active at EDR: 03/03/97

Database Release Frequency: Monthly

Date of Data Arrival at EDR: 01/16/97

Elapsed ASTM days: 46

Date of Last EDR Contact: 03/03/97

### **ERNS: Emergency Response Notification System**

Source: EPA/NTIS

Telephone: 202-260-2342

ERNS: Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/96

Date Made Active at EDR: 03/18/97

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 02/05/97

Elapsed ASTM days: 41

Date of Last EDR Contact: 01/27/97

### **NPL: National Priority List**

Source: EPA

Telephone: 703-603-8852

NPL: National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC).

Date of Government Version: 12/01/96

Date Made Active at EDR: 03/03/97

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 01/08/97

Elapsed ASTM days: 54

Date of Last EDR Contact: 12/23/96

### **RCRIS: Resource Conservation and Recovery Information System**

Source: EPA/NTIS

Telephone: 703-308-7907

RCRIS: Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 10/31/96

Date Made Active at EDR: 03/03/97

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 01/09/97

Elapsed ASTM days: 53

Date of Last EDR Contact: 02/27/97

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## FEDERAL NON-ASTM RECORDS:

### CONSENT: Superfund (CERCLA) Consent Decrees

Source: EPA Regional Offices

Telephone: Varies

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: Varies

Database Release Frequency: Varies

Date of Last EDR Contact: Varies

Date of Next Scheduled EDR Contact: 09/01/95

### CORRACTS: Corrective Action Report

Source: EPA

Telephone: 703-308-7907

CORRACTS: CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/01/96

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 12/18/96

Date of Next Scheduled EDR Contact: 03/17/97

### FINDS: Facility Index System

Source: EPA/NTIS

Telephone: 703-908-2493

FINDS: Facility Index System. FINDS contains both facility information and "pointers" to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 09/30/95

Database Release Frequency: Quarterly

Date of Last EDR Contact: 12/30/96

Date of Next Scheduled EDR Contact: 04/07/97

### HMIRS: Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation

Telephone: 202-366-4555

HMIRS: Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 01/27/97

Date of Next Scheduled EDR Contact: 04/28/97

### MLTS: Material Licensing Tracking System

Source: Nuclear Regulatory Commission

Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 02/13/96

Database Release Frequency: Quarterly

Date of Last EDR Contact: 01/14/97

Date of Next Scheduled EDR Contact: 04/14/97

### NPL LIENS: Federal Superfund Liens

Source: EPA

Telephone: 205-564-4267

NPL LIENS: Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/91

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 03/03/97

Date of Next Scheduled EDR Contact: 05/26/97

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **PADS: PCB Activity Database System**

Source: EPA

Telephone: 202-260-3992

PADS: PCB Activity Database: PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 08/26/96

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 01/02/97

Date of Next Scheduled EDR Contact: 05/19/97

## **RAATS: RCRA Administrative Action Tracking System**

Source: EPA

Telephone: 202-564-4104

RAATS: RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/95

Database Release Frequency: N/A

Date of Last EDR Contact: 12/16/96

Date of Next Scheduled EDR Contact: 03/17/97

## **ROD: Records Of Decision**

Source: NTIS

Telephone: 703-416-0703

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 03/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 03/05/97

Date of Next Scheduled EDR Contact: 06/02/97

## **TRIS: Toxic Chemical Release Inventory System**

Source: EPA/NTIS

Telephone: 202-260-2320

TRIS: Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/92

Database Release Frequency: Annually

Date of Last EDR Contact: 03/04/97

Date of Next Scheduled EDR Contact: 03/31/97

## **TSCA: Toxic Substances Control Act**

Source: EPA/NTIS

Telephone: 202-260-1444

TSCA: Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site. USEPA has no current plan to update and/or re-issue this database.

Date of Government Version: 01/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 12/18/96

Date of Next Scheduled EDR Contact: 03/17/97

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## STATE OF WISCONSIN ASTM RECORDS:

### LUST: L.U.S.T. Database

Source: Department of Natural Resources

Telephone: 608-264-6009

LUST: Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 10/01/96

Date Made Active at EDR: 12/09/96

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 10/29/96

Elapsed ASTM days: 41

Date of Last EDR Contact: 02/06/97

### SHWS: Hazard Ranking List

Source: Department of Natural Resources

Telephone: 608-264-6009

SHWS: State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 11/30/94

Date Made Active at EDR: 03/01/95

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 02/10/95

Elapsed ASTM days: 19

Date of Last EDR Contact: 02/04/97

### SWF/LF: Landfills Currently Licensed

Source: Department of Natural Resources

Telephone: 608-267-7557

SWF/LF: Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 06/01/96

Date Made Active at EDR: 11/08/96

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 10/08/96

Elapsed ASTM days: 31

Date of Last EDR Contact: 02/05/97

### UST: All Underground Storage Tanks Except for Fuel Oil

Source: Department of Industry, Labor & Human Resources

Telephone: 608-267-1384

UST: Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 02/20/96

Date Made Active at EDR: 04/18/96

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 03/22/96

Elapsed ASTM days: 27

Date of Last EDR Contact: 01/29/97

## STATE OF WISCONSIN NON-ASTM RECORDS:

### ERP: Emergency Response Program Database

Source: Department of Natural Resources

Telephone: 608-267-3543

ERP: The Emergency Response Program Database contains information on non-UST spills.

Date of Government Version: 10/01/96

Database Release Frequency: Monthly

Date of Last EDR Contact: 02/14/97

Date of Next Scheduled EDR Contact: 05/12/97

### SPILLS: Spills Database

Source: Department of Natural Resources

Telephone: 608-264-6009

SPILLS: Spill Response List.

Date of Government Version: 04/01/96

Database Release Frequency: Quarterly

Date of Last EDR Contact: 01/13/97

Date of Next Scheduled EDR Contact: 03/31/97

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**WDS: Registry of Waste Disposal Sites**

Source: Department of Natural Resources

Telephone: 608-266-2699

WDS: The registry was created by the DNR to serve as a comprehensive listing of all sites where solid or hazardous wastes have been or may have been deposited.

Date of Government Version: 06/01/96

Database Release Frequency: N/A

Date of Last EDR Contact: 02/04/97

Date of Next Scheduled EDR Contact: 05/05/97

**WRRSER: Wisconsin Remedial Response Site Evaluation Report**

Source: Department of Natural Resources

Telephone: 608-266-2699

WRRSER: The WRRSER provides information about location, status, and priority of sites or facilities in the state which are known to cause or have a high potential to cause environmental pollution.

Date of Government Version: 10/01/95

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 02/04/97

Date of Next Scheduled EDR Contact: 05/05/97

## Historical and Other Database(s)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

**Former Manufactured Gas (Coal Gas) Sites:** The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

## Disclaimer Provided by Real Property Scan, Inc.

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

**DELISTED NPL: Delisted NPL Sites**

Source: EPA

Telephone: 703-603-8769

DELISTED NPL: The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

**NFRAP: No Further Remedial Action Planned**

Source: EPA/NTIS

Telephone: 703-416-0702

NFRAP: As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**FRDS: Federal Reporting Data System**

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

FRDS provides information regarding public water supplies and their compliance with monitoring requirements, maximum contaminant levels (MCL's), and other requirements of the Safe Drinking Water Act of 1986.

**Area Radon Information:** The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

**Oil/Gas Pipelines/Electrical Transmission Lines:** This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines and electrical transmission lines.

**Sensitive Receptors:** There are individuals who, due to their fragile immune systems, are deemed to be especially sensitive to environmental discharges. These typically include the elderly, the sick, and children. While the exact location of these sensitive receptors cannot be determined, EDR indicates those facilities, such as schools, hospitals, day care centers, and nursing homes, where sensitive receptors are likely to be located.

**USGS Water Wells:** In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 1994 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**Epicenters:** World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

**Water Dams:** National Inventory of Dams

Source: Federal Emergency Management Agency

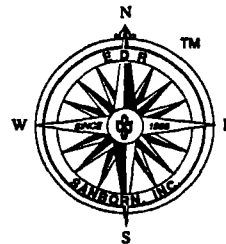
Telephone: 202-646-2801

**WATER DAMS:** National computer database of more than 74,000 dams maintained by the Federal Emergency Management Agency.

**Well Construction Report File**

Source: Department of Natural Resources

Telephone: 608-266-0153



# **EDR Sanborn, Inc.**

## **The EDR-City Directory** *Abstract*

**Clarkson Dock  
321 N 11th Ave E  
Ashland, WI 54806**

**April 16, 1997**

**Inquiry Number: 170044-4**

## ***The Source* For Environmental Risk Management Data**

**3530 Post Road  
Southport, Connecticut 06490**

**Nationwide Customer Service**

**Telephone: 1-800-352-0050  
Fax: 1-800-231-6802**



## **EDR Sanborn, Inc. City Directory Abstract**

EDR Sanborn, Inc.'s (EDR Sanborn) City Directory Abstract is a screening tool designed to assist professionals in evaluating potential liability on a target property resulting from past activities on the property or adjoining properties. ASTM E 1527-94, Section 7.3 on Historical Use Information, identifies the prior use requirements for a Phase I environmental site assessment. The ASTM standard requires a review of *reasonably ascertainable standard historical sources*. *Reasonably ascertainable is defined as information that is publicly available, obtainable from a source with reasonable time and cost constraints, and practically reviewable.*

To meet the prior use requirements of ASTM E 1527-94, Section 7.3.2, the following *standard historical sources* may be used: aerial photographs, city directories, fire insurance maps, property tax files, land title records (although these cannot be the sole historical source consulted), topographic maps, building department records, or zoning/land use records. ASTM E 1527-94 requires *"All obvious uses of the property shall be identified from the present, back to the property's obvious first developed use, or back to 1940, whichever is earlier. This task requires reviewing only as many of the standard historical sources as are necessary, and that are reasonably ascertainable and likely to be useful."* (ASTM E 1527-94, Section 7.3.2, page 11.)

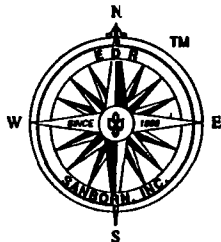
EDR Sanborn's City Directory Abstract includes a search and review of available city directory data. City directories have been published for cities and towns across the U.S. since the 1700s. Originally a list of residents, the city directory developed into a sophisticated tool for locating individuals and businesses in a particular urban or suburban area. Twentieth century directories are generally divided into three sections: a business index, a list of resident names and addresses, and a street index. With each address, the directory lists the name of the resident or, if a business operated from this address, the name and type of business (if unclear from the name). While city directory coverage is comprehensive for major cities, it may be spotty for rural areas and small towns. ASTM E 1527-94 specifies that a *"Review of city directories (standard historical sources) at less than approximately five years intervals is not required by this practice."* (ASTM E 1527-94, Section 7.3.2.1, page 11.)

Please call EDR Sanborn, Inc. Nationwide Customer Service at  
1-800-352-0050 (8am-8pm ET)  
with questions or comments about your report.  
*Thank you for your business!*

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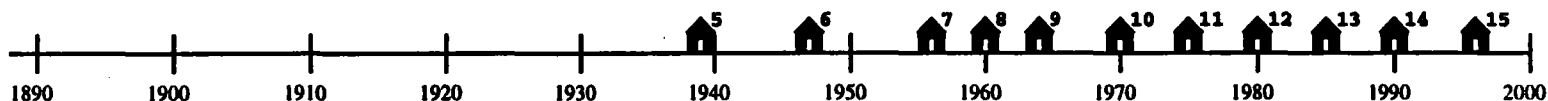


# EDR Sanborn, Inc. Prior Use Report™ Timeline

## Target Property



## Surrounding Area



### Legend:

= Historical Topographic Map (HT) \*

= National Wetland Inventory Map (WT) \*

*Superscript number corresponds to graph ID in text*

*\*Displayed on timeline when aerial photos, historical topos, flood prone, FEMA, wetland maps, or Aerial Research Summary are purchased.*

= Flood Prone/FEMA Maps (FP/FR) \*

= Aerial Photos Included (P) \*

= Aerial Photos Available \*

= Residential (R)

= Commercial or Industrial (C)

**Target Property:** Clarkson Dock  
**Address:** 321 N 11th Ave E  
**City/State/Zip:** Ashland, WI 54806

**Customer:** WI Dept. of Nat. Resources  
**Contact:** Terry Koehn  
**Inquiry #:** 170044-4  
**Date:** 04/16/97

## **SUMMARY**

- ***City Directories:***

EDR Sanborn reviewed available national city and cross reference directory collections at approximately five year intervals for the years spanning 1939 through 1996. (These years are not necessarily inclusive.) A summary of the information obtained is provided in the text of this report.

**Date EDR Searched Historical Sources:**

City Directories April 16, 1997

**Target Property:**321 N 11th Ave E  
Ashland, WI 54806

<b><u>PUR ID</u></b>	<b><u>Uses</u></b>	<b><u>Portion-Findings</u></b> <b><u>(FIM Information Only)</u></b>	<b><u>Source</u></b>
<b><u>Year</u></b>			
1 1939	Address not listed in research source. Address researched: foot of Whittlesey Avenue Clarkson Coal Co.	N/A	Polk's City Directory
2 1947	Address not listed in research source. Address researched: foot of Whittlesey Avenue Clarkson Coal Co.	N/A	Polk's City Directory
3 1956	Address not listed in research source. Address researched: unnumbered N 11th Avenue East Clarkson Coal Dock Wholesalers	N/A	Polk's City Directory
4 1960	Address not listed in research source. Address researched: unnumbered N 11th Avenue East Clarkson Coal Dock Wholesalers	N/A	Polk's City Directory
-- 1964	Address not Listed in Research Source		Polk's City Directory
-- 1970	Address not Listed in Research Source		Polk's City Directory
-- 1975	Address not Listed in Research Source		Polk's City Directory
-- 1980	Address not Listed in Research Source		Polk's City Directory
-- 1985	Address not Listed in Research Source		Polk's City Directory
-- 1990	Address not Listed in Research Source		Polk's City Directory
-- 1996	Address not Listed in Research Source		Polk's City Directory

**Adjoining Properties****SURROUNDING AREA**N 11th Ave E/Front St/Water St  
Ashland, WI 54806**Surrounding Area Property Log of Address Changes**1956 N 11th Ave E/Front St/Water St  
1947 Whittlesey Ave/Front St/Water St

<b><u>PUR ID</u></b>	<b><u>Uses</u></b>	<b><u>Portion-Findings</u></b> <b><u>(FIM Information Only)</u></b>	<b><u>Source</u></b>
<b><u>Year</u></b>			
5 1939	** WHITTLESEY AVENUE Addresses **  residence (209)  residence (210)  residence (212)  residence (222)  ** EAST FRONT STREET Addresses **  residence (1101)  residence (1111)  residence (1113)  residence (1117)  residence (1119)	N/A	Polk's City Directory

**PUR ID**  
**Year   Uses**

**Portion-Findings**  
**(FIM Information Only)**

**Source**

1939 (continued)

**\*\* WATER STREET Addresses \*\***

residence (1112)

**6**  
**1947**

**\*\* WHITTLESEY AVENUE Addresses \*\***

N/A

Polk's City Directory

residence (209)

residence (210)

residence (212)

residence (222)

**\*\* EAST FRONT STREET Addresses \*\***

residence (1101)

residence (1111)

residence (1113)

residence (1117)

residence (1119)

**\*\* WATER STREET Addresses \*\***

residence (1112)

**7**  
**1956**

**\*\* NORTH 11TH AVENUE EAST Addresses \*\***

N/A

Polk's City Directory

residence (209)

residence (210)

residence (212)

residence (222)

**\*\* EAST FRONT STREET Addresses \*\***

residence (1101)

residence (1111)

residence (1113)

residence (1117)

residence (1119)

**\*\* WATER STREET Addresses \*\***

residence (1112)

**8**  
**1960**

**\*\* NORTH 11TH AVENUE EAST Addresses \*\***

N/A

Polk's City Directory

residence (209)

residence (210)

residence (212)

residence (222)

**\*\* EAST FRONT STREET Addresses \*\***

residence (1101)

residence (1111)

residence (1113)

residence (1117)

residence (1119)

**\*\* WATER STREET Addresses \*\***

residence (1112)

**PUR ID**  
**Year Uses**  
 1960 (continued)

**Portion-Findings**  
**(FIM Information Only)**

**Source**

<p>9 1964</p>	<p><b>** NORTH 11TH AVENUE EAST Addresses **</b></p> <p>residence (209)</p> <p>residence (210)</p> <p>residence (212)</p> <p>residence (222)</p> <p><b>** EAST FRONT STREET Addresses **</b></p> <p>residence (1101)</p> <p>residence (1111)</p> <p>residence (1113)</p> <p>vacant (1117)</p> <p>residence (1119)</p> <p><b>** WATER STREET Addresses **</b></p> <p>residence (1112)</p>	<p>N/A</p>	<p>Polk's City Directory</p>
<p>10 1970</p>	<p><b>** NORTH 11TH AVENUE EAST Addresses **</b></p> <p>residence (209)</p> <p>residence (210)</p> <p>residence (212)</p> <p>residence (222)</p> <p><b>** EAST FRONT STREET Addresses **</b></p> <p>residence (1101)</p> <p>residence (1111)</p> <p>residence (1113)</p> <p>residence (1117)</p> <p>residence (1119)</p> <p><b>** WATER STREET Addresses **</b></p> <p>residence (1112)</p>	<p>N/A</p>	<p>Polk's City Directory</p>
<p>11 1975</p>	<p><b>** NORTH 11TH AVENUE EAST Addresses **</b></p> <p>residence (209)</p> <p>residence (210)</p> <p>residence (212)</p> <p>residence (222)</p> <p><b>** EAST FRONT STREET Addresses **</b></p> <p>residence (1101)</p> <p>residence (1111)</p> <p>residence (1113)</p> <p>residence (1117)</p> <p>residence (1119)</p> <p><b>** WATER STREET Addresses **</b></p> <p>residence (1112)</p>	<p>N/A</p>	<p>Polk's City Directory</p>

<b><i>PUR ID</i></b>		<b><i>Portion-Findings</i></b>	
<b><i>Year</i></b>	<b><i>Uses</i></b>	<b><i>(FIM Information Only)</i></b>	<b><i>Source</i></b>
1980 (continued)			
1980	** NORTH 11TH AVENUE EAST Addresses **	N/A	Polk's City Directory
	residence (209)		
	residence (210)		
	residence (212)		
	residence (222)		
	** EAST FRONT STREET Addresses **		
	residence (1101)		
	residence (1111)		
	residence (1113)		
	residence (1117)		
	residence (1119)		
	** WATER STREET Addresses **		
	residence (1112)		
13			
1985	** NORTH 11TH AVENUE EAST Addresses **	N/A	Polk's City Directory
	residence (209)		
	residence (210)		
	residence (212)		
	residence (222)		
	** EAST FRONT STREET Addresses **		
	residence (1101)		
	residence (1111)		
	residence (1113)		
	residence (1117)		
	residence (1119)		
	** WATER STREET Addresses **		
	residence (1112)		
14			
1990	** NORTH 11TH AVENUE EAST Addresses **	N/A	Polk's City Directory
	residence (209)		
	residence (210)		
	residence (212)		
	residence (222)		
	** EAST FRONT STREET Addresses **		
	residence (1101)		
	residence (1111)		
	residence (1113)		
	residence (1117)		
	residence (1119)		
	** WATER STREET Addresses **		
	residence (1112)		
15			
1996	** NORTH 11TH AVENUE EAST Addresses **	N/A	Polk's City Directory
	residence (209)		

***PUR ID***  
***Year***    ***Uses***  
1996 (continued)

***Portion-Findings***  
***(FIM Information Only)***

***Source***

residence (210)

residence (212)

residence (222)

***\*\* EAST FRONT STREET Addresses \*\****

residence (1101)

residence (1111)

residence (1113)

residence (1117)

residence (1119)

***\*\* WATER STREET Addresses \*\****

residence (1112)



# ***Glossary of Terms***

## **A.A.A.**

Aerial photograph flyer: Agriculture Adjustment Administration (Federal).

## **A.S.C.S**

Aerial photograph flyer: Agricultural Stabilization and Conservation Service (Federal)

## **Address Change**

Indicates that a change of address has occurred; indicates new address. A change of address may occur when a city, street, or the address ranges of a street are restructured.

## **Address in Research Source**

Indicates that a property is listed at a different address than the one provided by the user. Generally occurs when a property is located on a corner or, when the physical address of a property is different than its mailing address.

## **Address Not Listed in Research Source**

Occurs when a specific site address is not listed in city directories and/or fire insurance maps.

## **Adjoining**

Any property that is contiguous, or a property that would be contiguous if not for a public thoroughfare, to the target property. *To differentiate from each adjoining property, stand at the target property's "front door" facing the street.*

## **Adjoining Back**

Property directly to the rear of the target property.

## **Adjoining Front**

Property directly in front of the target property.

## **Adjoining Left**

Property directly to the left of the target property.

## **Adjoining Right**

Property directly to the right of the target property.

## **Adjoining Surrounding Area**

Property that may adjoin the target property but due to lack of specific map information cannot be located precisely. This situation typically occurs when city directory information, but not fire insurance map information, is available.

## **C.A.S**

Aerial photograph flyer: Chicago Aerial Survey (private).

## **C.S.S.**

Aerial photograph flyer: Commodity Stabilization Service (Federal).

## **Cartwright**

Aerial photograph flyer: Cartwright (private)

## **CD**

City Directory

**Commercial**

Any property including, but not limited to, property used for industrial, retail, office, agricultural, other commercial, medical, or educational purposes; property used for residential purposes that has more than four residential dwelling units.

**Commercial or Industrial**

Property that has either a commercial *or* an industrial use. Examples include retail stores, manufacturing facilities, factories, and apartment buildings.

**D.N.R.**

Aerial photograph flyer: Department of National Resources (state).

**D.O.T.**

Aerial photograph flyer: Department of Transportation (state).

**Fairchild**

Aerial photograph flyer: Fairchild (private).

**FIM**

Fire Insurance Map

**Flood Insurance Rate Maps**

Flood Insurance Rate Maps are produced by the Federal Emergency Management Agency (FEMA). These maps indicate special flood hazard areas, base flood elevations and flood insurance risk zones.

**Flood Prone Area Maps**

Flood Prone Area maps are produced by the United States Geological Survey (USGS). Areas identified as flood prone have been determined by available information gathered from past floods.

**F.S.**

Aerial photograph flyer: Forest Service (Federal).

**Geonex**

Aerial photograph flyer: Geonex (private).

**M.C.**

Aerial photograph flyer: Metropolitan Council of the Twin Cities Area (state).

**Map Required Not Available in Local Collection**

Property is located on a fire insurance map sheet not available in local and/or microfilm collection.

**Mark Hurd**

Aerial photograph flyer: Mark Hurd (private)

**Multiple Locations**

Indicates that there are two or more sites adjoining the target property's border.

**N.A.P.P.**

Aerial photograph flyer: National Aerial Photography Program (Federal).

## **National Wetland Inventory Maps**

National Wetland Inventory Maps are produced by the U.S. Fish and Wildlife Service, a division of the U.S. Department of the Interior. Wetland and deepwater habitat information is identified on a 7.5 minute U.S.G.S. topographic map. The classification system used categorizes these habitats into five systems: marine, estuarine, riverine, lacustrine and palustrine.

## **No Return**

Indicates that site owner was unavailable at time of surveyor's contact. *Applies only to city directories.*

## **No Structure Identified on Parcel**

Used when site boundaries and/or site address is indicated on a fire insurance map; no structure details exist.

## **Other**

Occurs when the site's classification is different than EDR's standard categories. Examples may include undeveloped land and buildings with no specified function.

## **P.M.A.**

Aerial photograph flyer: Production and Marketing Administration (Federal).

## **Pacific Aerial**

Aerial photograph flyer: Pacific Aerial (private)

## **Portion**

Refers to the fire insurance map information identified on the four quadrants of a target or adjoining property. The portions are referred to as *Frontright*, *Frontleft*, *Backright*, and *Backleft* and are determined as if one were standing at the front door, facing the street.

## **Property Not Defined**

Used when property is not clearly demarcated on a fire insurance map.

## **Residential**

Any property having fewer than five dwelling units used exclusively for residential purposes.

## **Residential with Commercial Uses (a.k.a. Multiple Purpose Address)**

A business (firm) and residence at the same address. Examples include a doctor, attorney, etc. working out of his/her home.

## **Sidwell**

Aerial photograph flyer: Sidwell (private).

## **Site Not Mapped**

Occurs when an adjoining property has not been mapped by fire insurance map surveyors.

## **Teledyne**

Aerial photograph flyer: Teledyne (private)

## **Topographic Maps**

Topographic maps are produced by the United States Geological Survey (USGS). These maps are color coded line and symbol representations of natural and selected artificial features plotted to scale.

## **Turnbow**

Aerial photograph flyer: Michael Turnbow (private)

**U.S.D.A.**

Aerial photograph flyer: United States Department of Agriculture (Federal).

**U.S.D.I.**

Aerial photograph flyer: United States Department of the Interior (Federal).

**U.S.G.S.**

Aerial photograph flyer: United States Geological Survey (Federal).

**Vacant**

May refer to an unoccupied structure or land. *Used only when fire insurance map or city directory specifies 'vacant.'*

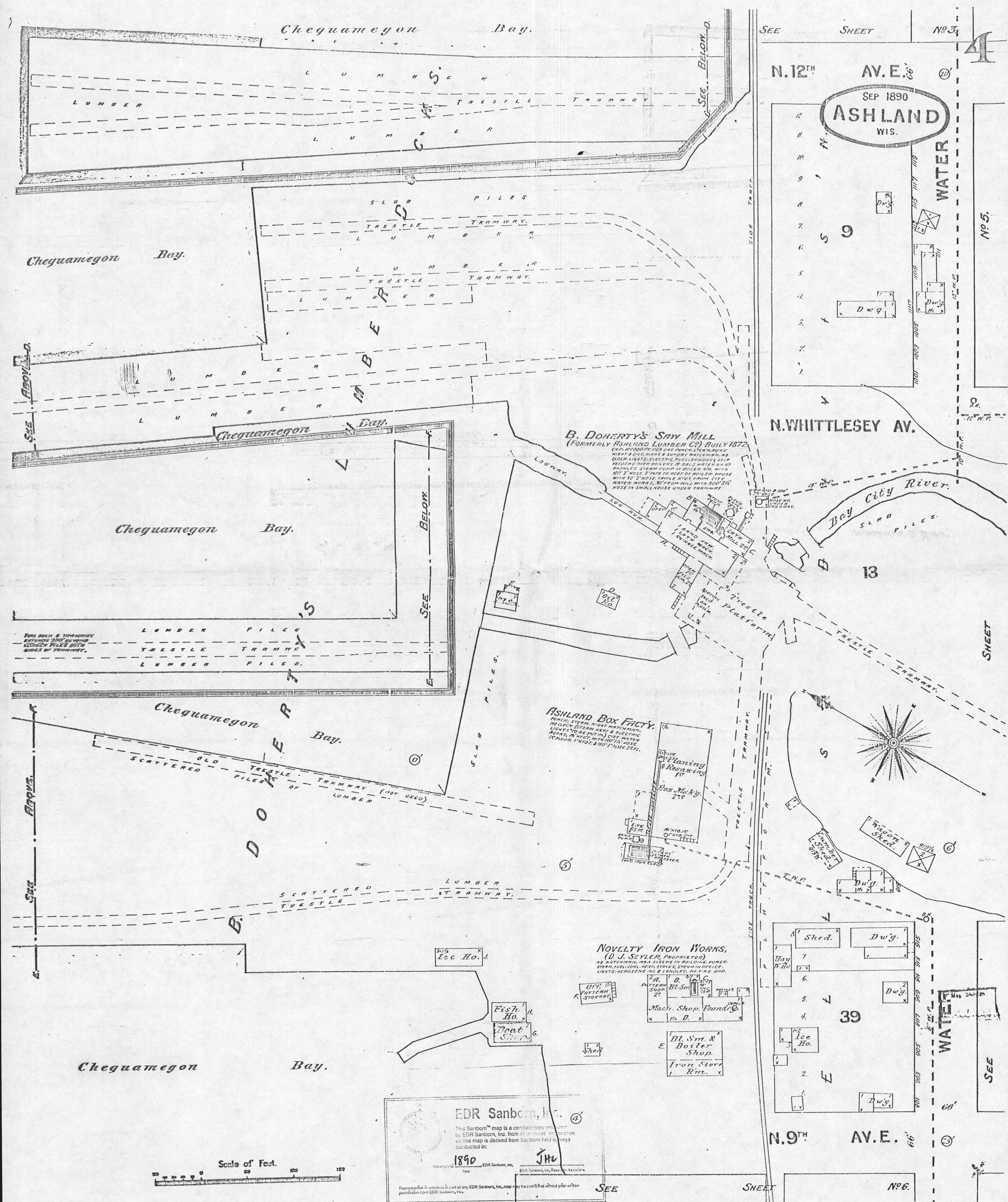
**W.P.A.**

Aerial photograph flyer: Works Progress Administration (Federal).

**WALLACE**

Aerial photograph flyer: Wallace (private).



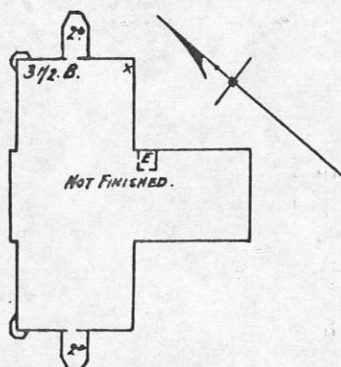




ASHLAND SANITARIUM.

1/2 Mile S.W. of P.O.  
No Exposure Any Side.

(Scale - 50 Ft.)



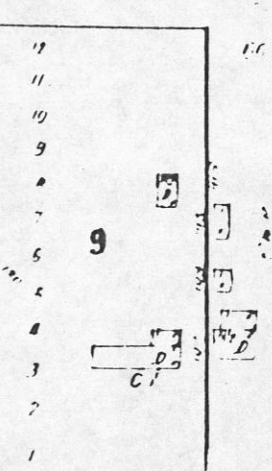
NORTH WISCONSIN ACADEMY.



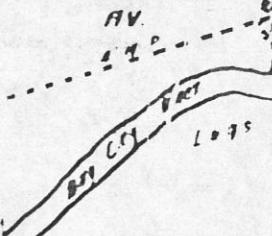
No Exposure Any Side  
(Scale 50 Ft.)

Aug. 1895  
**ASHLAND**  
WIS.

N. 12th AV. EAST



N. WHITTLESEY AV.



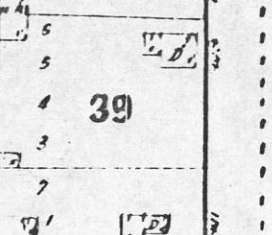
N. 31st AV. EAST



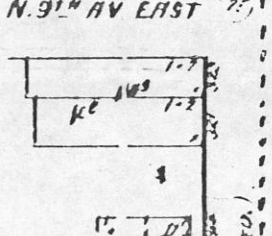
N. 31st AV. EAST



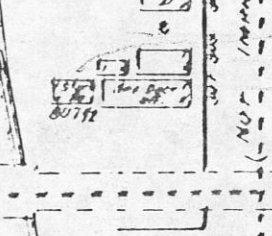
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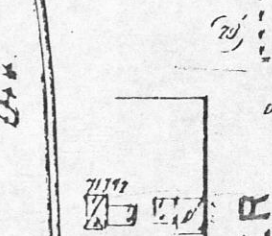
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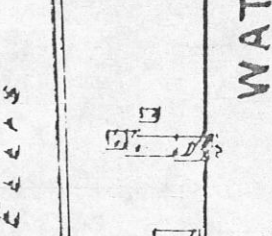
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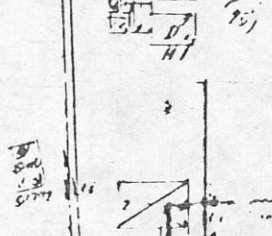
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N. 31st AV. EAST

DOHERTY LUMBER CO'S.  
SAW MILL.

BUILT 1878

CRFT. 100,000. FOR DAY POWER. STEAM

RUNS NIGHT & DAY NIGHT & SUNDAY

NO. 1000. LUMBER. 100. 100. 100. 100.

FEEDERS OVER 100. 100. 100. 100.

FEEDERS STEAM PUMP. 100. 100. 100.

NOSE. 2. PIPE TO BE UP. 100. 100.

NOSE. THIN. 100. 100. 100. 100.

MILL. 100. 100. 100. 100.

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SEP 1901  
ASHLAND  
WIS.

2 32

N 12th AVE

N 11th AVE

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N 9th AVE

N 8th AVE

N 7th AVE

N 6th AVE

N 5th AVE

N 4th AVE

N 3rd AVE

N 2nd AVE

N 1st AVE

N 12th AVE

N 11th AVE

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N 8th AVE

N 7th AVE

N 6th AVE

N 5th AVE

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N 3rd AVE

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N 5th AVE

SAWMILL BUILT 1899 CAPACITY 22,500  
PER HOUR 20 HOURS  
14 MILLION FT  
SUNDAY WATCHMAN LIGHTS ELEC IN MILL OIL LANTERNS ON TRAMWAYS  
FULL WASTE SELF-FLED A. 15' HIGHWAYS AT SHOWN WITH HOSE ATTO  
TILCH AND CONNECTED WITH 2 STEAM PUMPS IN BULLER ROOM  
ABOUT 400' 15 HOSE WATER BARRIERS & PAULS DISTO

SLABWOOD  
Ground Mostly Saw Dust & Bark

SAWMILL & LUMBER YARD

SAWMILL & LUMBER YARD

SAWMILL & LUMBER YARD

SAWMILL & LUMBER YARD

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SAWMILL & LUMBER YARD

SAWMILL & LUMBER YARD

WISCONSIN CENTRAL R.R. ORE DOCK.  
BUILT 1886.

ONE NIGHT WATCHMAN LIGHTS. ELECTRIC. 4" WATER PIPE FROM CITY MAINS  
EXTENDS THE ENTIRE LENGTH OF DOCK AND PART OF APPROACH WITH 2" HYDRANTS  
EVERY 100' ALTERNATING ON TOP AND UNDERNEATH PICKETS. ABOUT 1000' 2" HOSE  
DOCK HAS 2 R.R. TRACKS ON TOP.

NOTE: THIS DOCK IS TO BE TORN DOWN AND ANOTHER BUILT IN ITS PLACE

NOTE: THIS DOCK IS TO BE TORN DOWN AND ANOTHER BUILT IN ITS PLACE

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NOTE: THIS DOCK IS TO BE TORN DOWN AND ANOTHER BUILT IN ITS PLACE

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EDR Sanborn, Inc.

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1901

JHL

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EDR Sanborn, Inc. Rensselaer Associate

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# WISCONSIN CENTRAL R.R. ORE DOCK

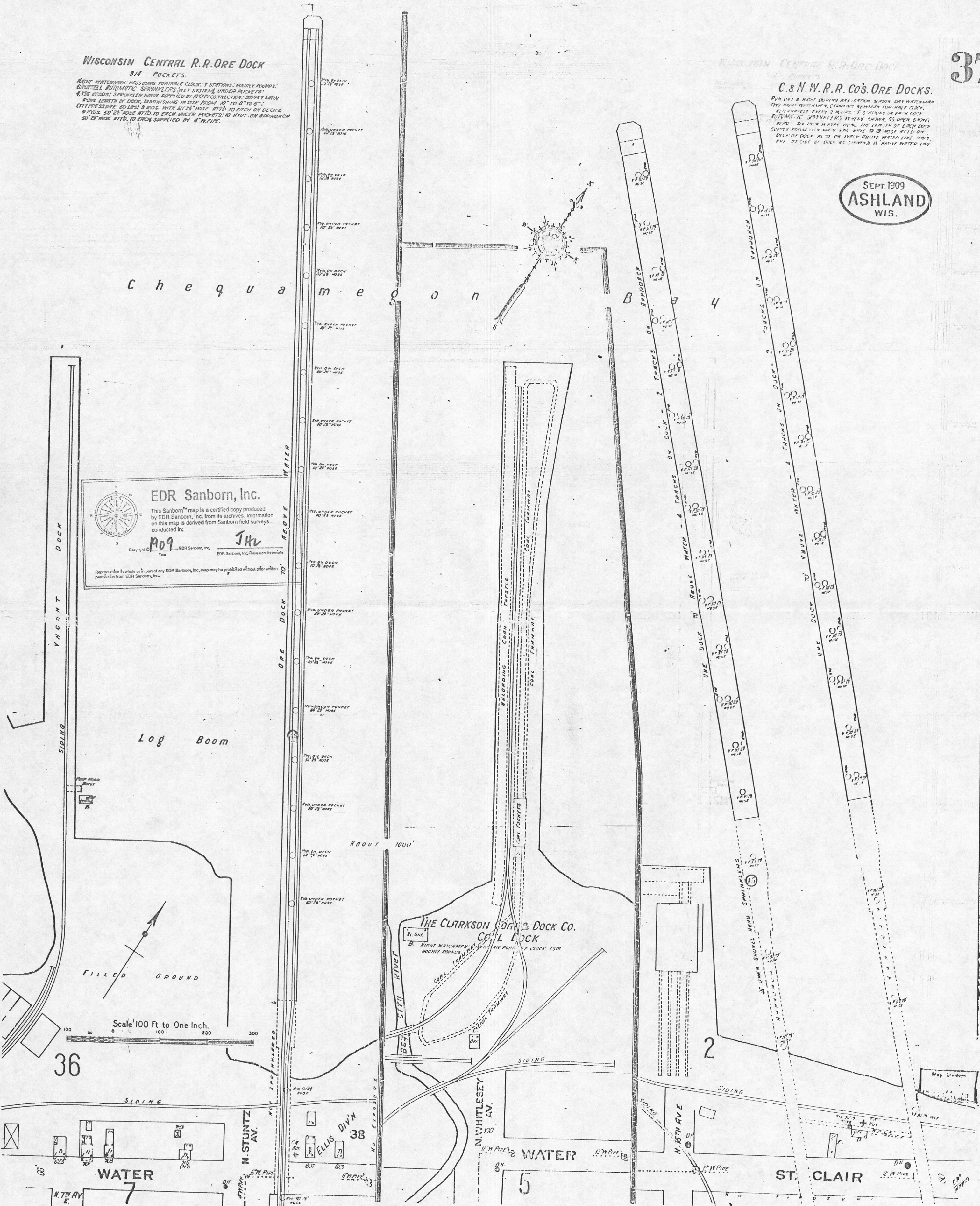
314 POCKETS.  
 NIGHT WATCHMAN'S HOUSES, PORTABLE CLOCK, 7 STATIONS, HOURLY ROUNDS.  
 BRUNNELL AUTOMATIC SPRINKLERS, WET SYSTEM, UNDER POCKETS.  
 4,335 FEET OF SPRINKLER MAIN SUPPLIED BY STEEL CONNECTOR. SUPPLY MAIN  
 4 INCH LEAST IN DIAMETER, DIMINISHING IN SIZE FROM 10" TO 6" TO 6".  
 CITY PRESSURE, 60 LBS. 3 INCH. WITH 40' 2 1/2" HOSE ATT'D. TO EACH ON DECK &  
 9 INCH. 50' 2 1/2" HOSE ATT'D. TO EACH UNDER POCKET. NO HYD. ON APPROACH  
 50' 2 1/2" HOSE ATT'D. TO EACH SUPPLIED BY 4" W. PIPE.

# C. & N. W. R. R. CO'S ORE DOCKS.

FOR DAY & NIGHT DURING ANY LOCATION, WAGON, DAY WATERWAY  
 THE NIGHT WATCHMAN'S, CORDING BETWEEN PORTABLE CLOCK,  
 AUTOMATIC SPRINKLERS, 2 BLVD. 15' STATIONS ON EACH DOCK  
 AUTOMATIC SPRINKLERS, 2 BLVD. 15' STATIONS ON EACH DOCK  
 314 INCH WATER PUMP, THE LENGTH OF EACH DOCK  
 SUPPLY FROM CITY MAIN, 15" WIRE 50' 2 1/2" HOSE ATT'D. ON  
 DOCK OF DOCK, ALSO ON WAGON, BEING WATER LINE, NO  
 ARE, THE SIDE OF DOCK, AS SHOWN, & ABOVE WATER LINE.

SEPT 1909  
 ASHLAND  
 WIS.

**EDR Sanborn, Inc.**  
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 by EDR Sanborn, Inc. from its archives. Information  
 on this map is derived from Sanborn field surveys  
 conducted in:  
 1909 EDR Sanborn, Inc.  
 1912 EDR Sanborn, Inc.  
 1914 EDR Sanborn, Inc.  
 1916 EDR Sanborn, Inc.  
 1918 EDR Sanborn, Inc.  
 1920 EDR Sanborn, Inc.  
 1922 EDR Sanborn, Inc.  
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 1960 EDR Sanborn, Inc.  
 1962 EDR Sanborn, Inc.  
 1964 EDR Sanborn, Inc.  
 1966 EDR Sanborn, Inc.  
 1968 EDR Sanborn, Inc.  
 1970 EDR Sanborn, Inc.  
 1972 EDR Sanborn, Inc.  
 1974 EDR Sanborn, Inc.  
 1976 EDR Sanborn, Inc.  
 1978 EDR Sanborn, Inc.  
 1980 EDR Sanborn, Inc.  
 1982 EDR Sanborn, Inc.  
 1984 EDR Sanborn, Inc.  
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 1994 EDR Sanborn, Inc.  
 1996 EDR Sanborn, Inc.  
 1998 EDR Sanborn, Inc.  
 2000 EDR Sanborn, Inc.





## O R E D O C K N O 3

LENGTH 2040' HEIGHT 75' ABOVE WATER. 340 POCKETS. CAPCY 45000 TONS

CHICAGO AND NORTHWESTERN RY CO'S  
IRON ORE DOCKS

RUNS DRY AND NHT DURING NAVIGATION SEASON ONLY -  
DAY WATCHMAN, NO CLOCK - NIGHT WATCHMAN APPROVED CLOCK -  
GAMERELL PRIVATE FIRE ALARM SYSTEM, 25 BOXES -  
HEAT-STEAM IN OFFICE AND DRY HOUSES ONLY -  
LIGHTS ELECTRIC - POWER ELECTRIC FOR FIRE PUMPS -  
6" W PIPE EXTENDS THE LENGTH OF EACH DOCK SUPPLIED  
BY 2 FRIABANKS - MORSE CENTRIFUGAL FIRE PUMPS  
CAPCY 150 GALS. PER MIN. EACH, DRAWING FROM DRY,  
FIRE PUMP PRESSURE 65 LBS. ALSO CONN. WITH 12 CITY  
MAIN - VERT. PIPES ON DOCK NO. 1 INCLUDING APPROACH  
HAVE TOTAL V. 1800' 2 1/2" NOSE - VERT PIPES ON DOCK NO. 2  
INCLUDING APPROACH HAVE TOTAL OF 1700' 2 1/2" NOSE  
VERT PIPES ON DOCK NO. 3 INCLUDING APPROACH HAVE  
TOTAL OF 2700' 2 1/2" NOSE.

## O R E D O C K N O 2

LENGTH 1658' HEIGHT 70' ABOVE WATER. 276 POCKETS. CAPCY 35600 TONS.

## O R E D O C K N O 1

LENGTH 1740' HEIGHT 70' ABOVE WATER. 250 POCKETS CAPCY 25000 TONS.

## THE CLARKSON COAL &amp; DOCK CO.- COAL DOCK

NIGHT WATCHMAN, APPROVED CLOCK -  
POWER AND LIGHTS ELECTRIC - NO HEAT -  
NO FIRE APPARATUS.

PLANKED DOCK BUILT ON WOOD PILING

COAL TRAMWAY

UNLOADING CRANE TRISTLE 12' HIGH

## M. ST. P. &amp; S. STE. M. R. R. CO'S IRON ORE DOCK

NO WATCHMAN. NO FIRE APPARATUS -  
FRAME APPROACH TO DOCK HAS CITY WATER  
AND VERT PIPES WITH 50" 2 1/2" NOSE RIGID TO EACH -

## O R E D O C K

LENGTH 900' HEIGHT 50' ABOVE WATER LINE. 150 POCKETS CAPCY 45000 TONS

S I I P

## V A C A N T D O C K

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ST. CLAIR

24

23

WATER

N. WHITLESEY

N. STUNTZ

23

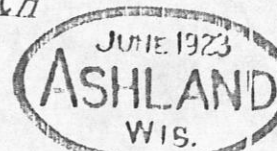
21

30



31

SCALE 100 FT TO AN INCH



O R E D O C K N O 3

LENGTH 2040' HEIGHT 73' ABOVE WATER - 340 POCKETS - CAPCY 45000 TONS

### CHICAGO AND NORTHWESTERN RY CO'S IRON ORE DOCKS

RU'S DRY AND NIGHT DURING NAVIGATION SEASON ONLY -  
DAY WATCHMAN, NO CLOCK - NIGHT WATCHMAN APPROVED LOCK -  
GRIFFIN PRIVATE FIRE ALARM SYSTEM, 75 BOWLS -  
WET STEAM IN OFFICE AND DRY HOUSES ONLY -  
LIGHTS ELECTRIC - POWER ELECTRIC FOR FIRE PUMPS  
6" PIPE EXTENDS THE LENGTH OF EACH DOCK, SUPPLIED  
BY 2 FRANKS-MORSE CENTRIFUGAL FIRE PUMPS  
CAPCY 750 GALS. PER MIN. EACH, DRAWING FROM RAY  
FIRE PUMP PRESSURE 85 LBS. ALSO CONN WITH 12 CITY  
MAIN - VERT PIPES ON DOCK NO 1 INCLUDING APPROACH  
HAVE TOTAL OF 1800' 2 1/2" HOSE. VERT PIPES ON DOCK NO 2  
INCLUDING APPROACH HAVE TOTAL OF 1700' 2 1/2" HOSE  
VERT PIPES ON DOCK NO 3 INCLUDING APPROACH HAVE  
TOTAL OF 2100' 2 1/2" HOSE.

O R E D O C K N O 2

LENGTH 1558' HEIGHT 70' ABOVE WATER, 275 POCKETS - CAPCY 35500 TONS

O R E D O C K N O 1

LENGTH 1740' HEIGHT 70' ABOVE WATER 250 POK

REMOVED

### THE CLARKSON COAL & DOCK CO.- COAL DOCK

NIGHT WATCHMAN, APPROVED CLOCK -  
POWER AND LIGHTS ELECTRIC - HEAT FURN.  
IN OFF - ONE HOPKINGTON PORTABLE STEAM  
PUMP ON SKIDS, SIZE 6" 4" 6" - DRAWS FROM RAY.  
300' 1/2" HOSE - STEAM FROM GRIND, THRU 2 1/2" HOSE.

To The Clarkson Coal & Dock Co. Coal Dock

PLANKED DOCK BUILT ON WOOD PILING.  
COAL TANNWAY

UNLOADING CARRIAGE TRAILER 12' HIGH

### M. ST. P. & S-STE. M. R. R. CO'S IRON ORE DOCK

NO WATCHMAN, NO FIRE APPARATUS -  
FRAME APPROACH TO DOCK HAS CITY WATER  
AND VERT PIPES WITH 50' 2 1/2" HOSE ATT TO EACH -

O R E D O C K

LENGTH 1200' HEIGHT 60' ABOVE WATER LINE - 120 POCKETS - CAPCY 45000 TONS

S L I P

V A C A N T D O C K

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31

SCALE 100 FT TO AN INCH

JUNE 1923  
ASHLAND  
WIS.

O R E D O C K N O 3

LENGTH 2040' HEIGHT 15' ABOVE WATER. 340 POCKETS. CAPCY 85000 TONS

### CHICAGO AND NORTHWESTERN RY CO'S IRON ORE DOCKS

RUNS DAY AND NIGHT DURING NAVIGATION SEASON ONLY -  
DAY WATCHMEN, 24 HOUR NIGHT WATCHMEN APPROVED CLOCK  
GARDEN PRIVATE FIRE DEPT. SYSTEM, 24 HOURS  
WATER SUPPLY IN OFFICE AND DRY HOUSES ONLY  
LIGHTS, ELECTRIC, POWER ELECTRIC FOR THE PUMPS  
A W P D EXTENDS THE LENGTH OF EACH DOCK, SUPPLIED  
BY 2 HUBBARD-MORSE CENTRIFUGAL FIRE PUMPS  
WHICH TAKE DRAIN FROM EACH DOCK, DRAWING FROM CITY  
FIRE PUMP PRESSURE SYSTEM, ALSO COME WITH 15 CITY  
MAIN VERT PIPES IN DOCK NO. 1 INCLUDING 12 INCH  
MAIN VERT PIPE OF 1800 FT HOSE, VERT PIPES OF 12 INCH NO. 2  
INCLUDING 1200 FT HOSE, TOTAL OF 12 INCH HOSE  
VERT PIPES IN DOCK NO. 1 INCLUDING APPROX. 1200 FT  
TOTAL OF 1200 FT HOSE

B a y

O R E D O C K N O 2

LENGTH 645' HEIGHT 10' ABOVE WATER. 210 POCKETS. CAPCY 55600 TONS

O R E D O C K N O 1

LENGTH 1710' HEIGHT 10' ABOVE WATER. 220 POCKETS. CAPCY 55600 TONS

REMOVED

THE CLARKSON COAL CO. - COAL DOCK

PIERCE & WENDEL CO. - COAL DOCK  
PIERCE & WENDEL CO. - COAL DOCK  
PIERCE & WENDEL CO. - COAL DOCK

PIERCE & WENDEL CO. - COAL DOCK

UNLOADING LARGE TRAILER TO HIGH

M. ST. P. & S. STE. M. R. R. CO'S IRON ORE DOCK

NO WATCHMEN - NO FIRE APPARATUS  
FRAME APPROACH TO DOCK HAS CITY WATER  
AND VERT PIPES WITH 50 FT HOSE ATT'D TO EACH

O R E D O C K

LENGTH 1800' HEIGHT 30' ABOVE WATER LINE. 150 POCKETS. CAPCY 45000 TONS

S I I P

V A C A N T D O C K

30

21

WATER

WATER

WATER

WATER

WATER

WATER

WATER

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WATER



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**Appendix D**  
**BRRTS Report**

**Bureau of Remediation and Redevelopment**  
**List of Active Leaking Underground Storage Tank Locations (L.U.S.T.)**  
**Sorted by District, County, Location City, Activity Name**  
**September, 1997**

Act #	Activity Name	Location Address	Location City	Start	P	Last Action	Substance	RP Name	Address	City	St
<b>Northwest District</b>											
<b>2 - Ashland County</b>											
000813	SPRING CREEK BAR	COUNTY TRUNK F, BUTTERN AGENDA		09/08/94	4	Tank Closure/SA Report Received	Unleaded Gas	SPRING CREEK BAR	RTE 2, BOX 481	BUTTERNUT	W.
000586	ASHLAND CITY GARAGE	304 ELLIS AVE	ASHLAND	08/16/91	3	LUST Activity Moved to DOC	Diesel	ASHLAND CTY		ASHLAND	W
							Leaded Gas	ASHLAND CTY		ASHLAND	W
							Unleaded Gas	ASHLAND CTY		ASHLAND	W
000720	ASHLAND CITY LANDFILL	WOODBURY LANE	ASHLAND	01/11/94	3	LUST Activity Moved to DOC	Diesel	ASHLAND CTY	601 W MAIN ST	ASHLAND	W
000702	ASHLAND DEPOT/TEXACO	408 ELLIS AVE	ASHLAND	02/05/93	2	LUST Activity Moved to DOC	Diesel	WI CENTRAL LTD		ROSEMONT	IL
							Waste Oil	WI CENTRAL LTD		ROSEMONT	IL
000660	ASHLAND FORGE	419 3RD AVE EAST	ASHLAND	08/19/93	3	LUST Activity Moved to DOC	Fuel Oil	DEKALB FORGE CO	1832 PLEASANT ST	DEKALB	IL
						In Abeyance	Fuel Oil	DEKALB FORGE CO	1832 PLEASANT ST	DEKALB	IL
						LUST Activity Moved to DOC	Leaded Gas	DEKALB FORGE CO	1832 PLEASANT ST	DEKALB	IL
						In Abeyance	Leaded Gas	DEKALB FORGE CO	1832 PLEASANT ST	DEKALB	IL
000841	ASHLAND ICO	1802 E. LAKESHORE DR. (USF	ASHLAND	01/03/95	2	LUST Activity Moved to DOC	Diesel	INTER CITY OIL	1921 SOUTH ST	DULUTH	MO
151019	ASHLAND INDUSTRIES INC	STATE HWY 13 S	ASHLAND	06/17/97		Status Report	Diesel	ASHLAND INDUSTRIES INC	STATE HWY 13 S	ASHLAND	W
000436	ASHLAND NATIONAL GUARD ARMORY	410 SANBORN AVE	ASHLAND	10/22/91	2	LUST Activity Moved to DOC	Fuel Oil	NATIONAL GUARD ARMORY		MADISON	W
000407	ASHLAND ROAD PROJECT	INTERSECTION OF VAUGHN	ASHLAND	06/04/91	3	LUST Activity Moved to DOC	Unknown Hydrocarbon	LARSON PICTURE FRAME INC	422 3RD W	ASHLAND	W
								ASHLAND CTY		ASHLAND	W
000587	ASHLAND TOWN GARAGE	HWY 13N	ASHLAND	07/01/91	2	LUST Activity Moved to DOC	Diesel	ASHLAND TN	RT 1, BOX 230	HIGHBRIDGE	W
							Leaded Gas	ASHLAND TN	RT 1, BOX 230	HIGHBRIDGE	W
107001	ASHLAND WATER UTILITY OFFICE	220 MAIN ST E	ASHLAND	07/30/96	3	Tank Closure/SA Report Received	Leaded Gas	ASHLAND CTY - PUBLIC WORKS DII	2020 6TH ST E	ASHLAND	W
						LUST Activity Moved to DOC	Leaded Gas	ASHLAND CTY - PUBLIC WORKS DII	2020 6TH ST E	ASHLAND	W
000417	BOBB HALL - NORTHLAND COLLEGE	1411 ELLIS AVE	ASHLAND	06/18/91	3	LUST Activity Moved to DOC	Fuel Oil	NORTHLAND COLLEGE	1411 ELLIS AVE	ASHLAND	W
000483	BUREAU OF INDIAN AFFAIRS	721 LAKESHORE DR W ROAD	ASHLAND	09/15/92	1	Quarterly/Monthly Status Report	Fuel Oil	BUREAU OF INDIAN AFFAIRS	721 LAKESHORE DR	ASHLAND	W
							Leaded Gas	BUREAU OF INDIAN AFFAIRS	721 LAKESHORE DR	ASHLAND	W
000700	CARLSON COUNTRY MARKET FORMER	SANBORN AVE & KLAUS RD	ASHLAND	11/09/93	2	LUST Activity Moved to DOC	Leaded Gas	CARLSON COUNTRY MARKET	RTE 4, BOX 88, SANBORN A	ASHLAND	W
							Unleaded Gas	CARLSON COUNTRY MARKET	RTE 4, BOX 88, SANBORN A	ASHLAND	W
116851	COURT MANOR NURSING HOME	911 W 3RD ST	ASHLAND	02/10/97		Site Closed with NR 720.19 Soil Standard	Fuel Oil				
120942	EDER BROS	1301 LAKESHORE DR E	ASHLAND	04/21/97		Quarterly/Monthly Status Report	Unleaded Gas				
						Quarterly/Monthly Status Report/2	Unleaded Gas				
171009	FORMER HOLY FAMILY CHURCH	106 WILLIS AVE	ASHLAND	08/21/97		Notification	Fuel Oil	OUR LADY OF THE LAKE CATHOLIC	215 LAKESHORE DR	ASHLAND	W
168839	FRITZ'S STANDARD SERVICE	100 E LAKESHORE DR	ASHLAND	08/14/97		Notification	Unknown Hydrocarbon	FRITZ'S STANDARD SERVICE INC.	100 E LAKESHORE DR	ASHLAND	W
095769	FRONT ST SPUR	915 W LAKE SHORE DR	ASHLAND	01/16/96	3	LUST Activity Moved to DOC	Diesel	FRONT ST SPUR	915 W LAKE SHORE DR	ASHLAND	W
							Leaded Gas	FRONT ST SPUR	915 W LAKE SHORE DR	ASHLAND	W
							Unleaded Gas	FRONT ST SPUR	915 W LAKE SHORE DR	ASHLAND	W
170356	HARBOR MOTEL, GAS AND BAIT	1200 W LAKESHORE DR	ASHLAND	08/18/97		Notification	Unknown Hydrocarbon	HARBOR MOTEL, GAS AND BAIT	1200 W LAKESHORE DR	ASHLAND	W
000799	HERITAGE REAL ESTATE	1716 W LAKESHORE DR	ASHLAND	09/14/94	2	LUST Activity Moved to DOC	Unknown Hydrocarbon	HERITAGE REAL ESTATE	1716 W LAKESHORE DR	ASHLAND	W
000100	HOLIDAY STATION	421 W LAKESHORE DR	ASHLAND	12/18/89	3	LUST Activity Moved to DOC	Leaded Gas	HOLIDAY STATION		MINNEAPOLIS	MO
							Unleaded Gas	HOLIDAY STATION		MINNEAPOLIS	MO
000896	HOTEL CHEQUAMEGON	101 W LAKESHORE DR	ASHLAND	06/06/95	1	Status Report/3	Unknown Hydrocarbon	SLAB, DEDA, MARSHALL & REINHAI	2317 AGNES ST	EAU CLAIRE	W
						Site Investigation Workplan Received/3	Unknown Hydrocarbon	SLAB, DEDA, MARSHALL & REINHAI	2317 AGNES ST	EAU CLAIRE	W
						Status Report/3	Unknown Hydrocarbon	SLABY, DEDA, MARSHALL & REINH		PHILLIPS	W
						Site Investigation Workplan Received/3	Unknown Hydrocarbon	SLABY, DEDA, MARSHALL & REINH		PHILLIPS	W
000837	KENWOOD TERRACE	145 CEDAR ST	ASHLAND	12/14/94	3	LUST Activity Moved to DOC	Fuel Oil	KENWOOD TERRACE ASSOC LIMITI	20875 CROSSROADS CIRCLE WAUKESHA		W
							Leaded Gas	KENWOOD TERRACE ASSOC LIMITI	20875 CROSSROADS CIRCLE WAUKESHA		W
							Unleaded Gas	KENWOOD TERRACE ASSOC LIMITI	20875 CROSSROADS CIRCLE WAUKESHA		W
000921	LAKESHORE SALES & SERVICE	2806 LAKESHORE DR	ASHLAND	08/02/95	1	Status Report/6	Diesel	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
						NR 718 Landspreading Request	Diesel	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
						Status Report/6	Leaded Gas	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
						NR 718 Landspreading Request	Leaded Gas	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
							Unknown Hydrocarbon	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
						Status Report/6	Unknown Hydrocarbon	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
						NR 718 Landspreading Request	Unleaded Gas	LAKESHORE SALES & SERVICE	2806 W LAKE SHORE DR	ASHLAND	W
170666	LAKEVIEW MOBIL	1022 W LAKESHORE DR	ASHLAND	08/29/97		Notification	Unleaded Gas	LAKEVIEW MOBIL	1022 W LAKESHORE DR	ASHLAND	W
000101	MCDONALDS RESTAURANT	20 W LAKESHORE DR	ASHLAND	08/17/88	1	Quarterly/Monthly Status Report	Leaded Gas	MCDONALDS RESTAURANT	720 W LAKE SHORE DR	ASHLAND	W
							Unleaded Gas	MCDONALDS RESTAURANT	720 W LAKE SHORE DR	ASHLAND	W
000363	MCMILLAN HALL-NORTHLAND COLLEGE	1411 ELLIS AVE	ASHLAND	04/25/91	3	LUST Activity Moved to DOC	Fuel Oil	JERRY BRUNO	1411 ELLIS AVE	ASHLAND	W
000103	MIDLAND SERVICES	411 SANBORN AVE	ASHLAND	06/20/89	1	Miscellaneous	Leaded Gas	MIDLAND SERVICES	411 SANBORN AVE	ASHLAND	W
						Notice to Proceed	Leaded Gas	MIDLAND SERVICES	411 SANBORN AVE	ASHLAND	W
170703	MIDLAND SERVICES INC	411 SANBORN AVE	ASHLAND	08/22/97		Notification	Diesel	MIDLAND SERVICES	411 SANBORN AVE	ASHLAND	W
000724	MIDLAND TOWN MART	109 6TH ST E	ASHLAND	01/11/94	3	Quarterly/Monthly Status Report/2	Diesel	MIDLAND SERVICES	315 SANBORN AVE	ASHLAND	W
							Fuel Oil	MIDLAND SERVICES	315 SANBORN AVE	ASHLAND	W
							Unleaded Gas	MIDLAND SERVICES	315 SANBORN AVE	ASHLAND	W
							Waste Oil	MIDLAND SERVICES	315 SANBORN AVE	ASHLAND	W

Bureau of Remediation and Redevelopment  
List of Active Leaking Underground Storage Tank Locations (L.U.S.T.)  
Sorted by District, County, Location City, Activity Name  
September, 1997

Act #	Activity Name	Location Address	Location City	Start	P	Last Action	Substance	RP Name	Address	City	St
<b>Northwest District</b>											
<b>2 - Ashland County</b>											
000336	NEW HORIZONS NORTH	811 3RD ST WEST	ASHLAND	06/08/92	3	LUST Activity Moved to DOC	Leaded Gas	NEW HORIZONS NORTH	511 W MAIN ST	ASHLAND	W.
							Unleaded Gas	NEW HORIZONS NORTH	511 W MAIN ST	ASHLAND	W.
000894	NSP GARAGE	123 N PRENTICE AVE	ASHLAND	06/23/95	1	RP Letter Sent	Unleaded Gas	NORTHERN STATES POWER CO	100 N BARTOW ST	EAU CLAIRE	W.
000963	OSCAR'S 76	502 6TH ST W	ASHLAND	10/24/95	3	LUST Activity Transferred to DCOM	Leaded Gas	OSCAR'S 76	117 SANBORN AVE	ASHLAND	W.
							Unleaded Gas	OSCAR'S 76	2119 5TH AVE E	ASHLAND	W.
								OSCAR'S 76	2119 5TH AVE E	ASHLAND	W.
									117 SANBORN AVE	ASHLAND	W.
170943	OUR LADY OF THE LAKE JR HIGH SCHOOL	118 2ND AVE E	ASHLAND	08/21/97		Notification	Fuel Oil	OUR LADY OF THE LAKE CATHOLIC	215 LAKESHORE DR	ASHLAND	W.
000975	QUEARM OIL CO	105 6TH ST W	ASHLAND	11/14/95	3	SI Report Approved	Unleaded Gas	GYGI HEATING CO INC	631 MCLEOD AVE	IRONWOOD	MI
120807	SERVICE CENTER	1019 W 6TH ST	ASHLAND	04/25/97		Notification	Leaded Gas	ALBERT ANDERSON	10412 OSO AVE	CHATSWORTH	CA
							Unleaded Gas	ALBERT ANDERSON	10412 OSO AVE	CHATSWORTH	CA
000545	BABLICK OIL CO	HWY 13 N	BUTTERNUT	01/07/92	1	Form 4 Approved/2	Diesel	BABLICK OIL CO	RT 1, BOX 113	BUTTERNUT	W.
							Unleaded Gas	BABLICK OIL CO	RT 1, BOX 113	BUTTERNUT	W.
000522	BUECHNER SALES & SERVICE INC	HWY 13 S	BUTTERNUT	12/03/92	3	Tank Closure/SA Report Received	Diesel	BUECHNER SALES & SERVICE INC	RT 1, BOX 121A	BUTTERNUT	W.
							Unleaded Gas	BUECHNER SALES & SERVICE INC	RT 1, BOX 121A	BUTTERNUT	W.
100179	BUTTERNUT FEED MILL	121 E MAIN ST	BUTTERNUT	02/26/96	1	SI Workplan Received/4	Leaded Gas	FIRST NATIONAL BANK		PARK FALLS	W.
000389	CHIPPEWA TOWN GARAGE	WEST RD	BUTTERNUT	06/20/91	1	Status Report/62	Leaded Gas	CHIPPEWA TN	RT 2	BUTTERNUT	W.
000164	STOVE STATION	HWY 13 N	CHIPPEWA	04/09/90	1	Quarterly/Monthly Status Report/17	Diesel				
							Leaded Gas				
							Unleaded Gas				
000775	DEB'S-Y-GO-BY	S HWY 77	CLAM LAKE	06/13/94	1	Quarterly/Monthly Status Report/9	Leaded Gas	DEB'S-Y-GO-BY	STH 77	CLAM LAKE	W.
							Unleaded Gas	DEB'S-Y-GO-BY	STH 77	CLAM LAKE	W.
000851	JERRY'S MOBIL	STH 77	CLAM LAKE	01/24/95	1	RA Workplan Received	Diesel	JERRY'S MOBIL		CLAM LAKE	W.
							Leaded Gas	JERRY'S MOBIL		CLAM LAKE	W.
							Unleaded Gas	JERRY'S MOBIL		CLAM LAKE	W.
000696	ASHLAND CO. HWY DEPT. - GLIDDEN	408 N ADAMS ST	GLIDDEN	10/07/93	1	RA Report Received	Diesel	ASHLAND CNTY HWY DEPT	201 MAIN ST W	ASHLAND	W.
							Unleaded Gas	ASHLAND CNTY HWY DEPT	201 MAIN ST W	ASHLAND	W.
170209	DANS MOBIL	NW CORNER JUNC CTH N & 1	GLIDDEN	08/19/97		Notification	Unleaded Gas	DANS MOBIL		GLIDDEN	W.
000979	GLIDDEN FOOD MART	STH 13	GLIDDEN	12/20/95	2	LUST Activity Moved to DOC	Diesel	GLIDDEN FOOD MART	STH 13 BOX 155	GLIDDEN	W.
							Leaded Gas	GLIDDEN FOOD MART	STH 13 BOX 155	GLIDDEN	W.
							Unleaded Gas	GLIDDEN FOOD MART	STH 13 BOX 155	GLIDDEN	W.
000826	MUSKY PETE'S	STH 13 S	GLIDDEN	10/27/94	1	RP Letter Sent	Diesel	MUSKY PETE'S	STH 13	GLIDDEN	W.
						Notification	Diesel	MUSKY PETE'S	STH 13	GLIDDEN	W.
						RP Letter Sent	Leaded Gas	MUSKY PETE'S	STH 13	GLIDDEN	W.
						Notification	Leaded Gas	MUSKY PETE'S	STH 13	GLIDDEN	W.
						RP Letter Sent	Unleaded Gas	MUSKY PETE'S	STH 13	GLIDDEN	W.
						Notification	Unleaded Gas	MUSKY PETE'S	STH 13	GLIDDEN	W.
000313	ASHLAND CO HWY DEPT - HIGHBRIDGE	HIGHWAY 13	HIGHBRIDGE	11/28/90	1	Form 4 Approved/4	Diesel	ASHLAND CNTY HWY DEPT	1701 3RD ST W	ASHLAND	W.
							Unleaded Gas	ASHLAND CNTY HWY DEPT	1701 3RD ST W	ASHLAND	W.
000755	BRUMMER OIL CO	N752 MAIN ST	LAPORTE	05/12/94	1	NR 718 Landspreading Request	Fuel Oil	BRUMMER OIL CO		LA POINTE	W.
							Other	BRUMMER OIL CO		LA POINTE	W.
							Unleaded Gas	BRUMMER OIL CO		LA POINTE	W.
000194	LAPORTE TOWN GARAGE	MADALINE ISLAND	LAPORTE	05/30/90	1	Form 4 Approved/2	Diesel	LAPORTE TN		LAPORTE	W.
							Fuel Oil	LAPORTE TN		LAPORTE	W.
							Leaded Gas	LAPORTE TN		LAPORTE	W.
							Unleaded Gas	LAPORTE TN		LAPORTE	W.
000606	SUPERIOR PETROL	MAIN & MIDDLEPOND	LAPORTE	04/14/92	1	Quarterly/Monthly Status Report	Leaded Gas	SUPERIOR PETROL		BAYFIELD	W.
							Other	SUPERIOR PETROL		BAYFIELD	W.
000640	CAMPBELL WILLIS	COUNTY TRUNK C	MARENGO	07/08/93	3	LUST Activity Moved to DOC	Leaded Gas				
000441	COPPER FALLS STATE PARK	COPPER FALLS RD	MELLEN	10/22/91	3	LUST Activity Moved to DOC	Fuel Oil	WI DNR COPPER FALLS STATE PARK		MELLEN	W.
							Unleaded Gas	WI DNR COPPER FALLS STATE PARK		MELLEN	W.
000102	JONES FORD	107 N MAIN ST	MELLEN	04/14/89	4	Notification	Leaded Gas	JONES FORD	107 N MAIN	MELLEN	W.
							Unleaded Gas	JONES FORD	107 N MAIN	MELLEN	W.
000941	LOUISIANA PACIFIC TRUCK GARAGE	606 WILDERNESS DRIVE	MELLEN	08/31/95	1	SI Report Received	Diesel	LOUISIANA PACIFIC CORP		MELLEN	W.
							Unleaded Gas	LOUISIANA PACIFIC CORP		MELLEN	W.
108726	MELLEN COUNTRY CLUB	2426 CTH C	MELLEN	08/21/96	1	SI Report Received	Diesel	MELLEN COUNTRY CLUB	2426 CNTY RD C	MELLEN	W.
							Unleaded Gas	MELLEN COUNTRY CLUB	2426 CNTY RD C	MELLEN	W.
000244	MELLEN MART	STH 77	MELLEN	05/26/92	1	Quarterly/Monthly Status Report/12	Diesel	GYGI HEATING CO INC	631 E MCLEOD AVE	IRONWOOD	MI
							Fuel Oil	GYGI HEATING CO INC	631 E MCLEOD AVE	IRONWOOD	MI
							Leaded Gas	GYGI HEATING CO INC	631 E MCLEOD AVE	IRONWOOD	MI
							Unleaded Gas	GYGI HEATING CO INC	631 E MCLEOD AVE	IRONWOOD	MI
000768	TRIANGLE MART	701 N MAIN ST. (STH 13)	MELLEN	06/01/94	1	Miscellaneous	Diesel	TRIANGLE MART	701 N MAIN ST	MELLEN	W.
000341	DEVILS CREEK INVESTIGATION	DEVILS CR ALONG HWY 77	MERCER	12/28/90	1	Notification	Unknown Hydrocarbon				

Bureau of Remediation and Redevelopment  
List of Active Leaking Underground Storage Tank Locations (L.U.S.T.)  
Sorted by District, County, Location City, Activity Name  
September, 1997

Act #	Activity Name	Location Address	Location City	Start	P	Last Action	Substance	RP Name	Address	City	St
Northwest District											
2 - Ashland County											
000444	MARENGO OIL COMPANY	HWY 13, MARENGO	WHITE RIVER	08/29/91	1	Form 4 Approved	Unknown Hydrocarbon	HELEN KIMBALL		MARENGO	W.
000435	SANBORN CO-OP STORE	MAIN ST, SANBORN	WHITE RIVER	10/14/91	2	LUST Activity Moved to DOC	Leaded Gas	MIDLAND SERVICES INC	411 SANBORN AVE	ASHLAND	W.
128 Active Locations for Ashland County											
128 Active Locations for Northwest District											

Bureau of Remediation and Redevelopment  
List of Active Environmental Repair Program Locations  
Sorted by District, County, Location City, Activity Name  
September, 1997

Act #	Activity Name	Location Address	Location City	Start	P	Substance	RP Name	Address	City	St
<b>Northwest District</b>										
<b>2-Ashland County</b>										
115127	ENSOR RECYCLING	CREAMERY & RIVER RD	AGENDA TOWNSHIP	08/01/95			DAVE ENSOR	RR3 BOX 256	BUTTERNUT	WI
000057	ASHLAND CITY LANDFILL #0177		ASHLAND	08/10/93	4					
119618	ASHLAND CO HUMAN SERVICES ANNEX	118 3RD ST W	ASHLAND	06/04/96						
000113	FORMER C&NW RR ROUNHOUSE-ASHLAND	6TH ST & 21ST AVE E	ASHLAND	03/01/94	4		ASHLAND CTY	601 W MAIN ST	ASHLAND	WI
000165	FORMER STANDARD OIL	118 3RD ST E	ASHLAND	07/24/95	1		JAMES ANDROPULAS		TARPON SPRINGS	FL
							DOUG MCCALL	118 3RD ST E	ASHLAND	WI
000002	HARBOR BAIT BULK PLANT	6TH ST & 4TH AVE W	ASHLAND	05/21/92	3	Fuel Oil	JAMES BLINKMAN	1200 W LAKESHORE DR	ASHLAND	WI
118952	KENWOOD TERRACE MOBIL HOME PARK	145 CEDAR ST	ASHLAND	03/03/97			KENWOOD TERRACE ASSOC LIMITED 20875 CROSSROADS CIRCLE	WAUKESHA	WI	
000013	NSP-COAL,GAS,WASTE-ASHLAND	220 2ND ST E	ASHLAND	02/15/82	1					
000105	QUEARM OIL CO	105 6TH ST W	ASHLAND	05/31/89	3		GEORGE MONIZA		ASHLAND	WI
000159	WCL-ORE YARD DUMP	0.5 MI SE OF ASHLAND ON WCL TR	ASHLAND	06/08/95	1		GEOFFREY KNOKES		ROSEMONT	IL
000091	SOO LINE RR	RR YARD MILE POST	ASHLAND	02/20/86	1					
000092	SOO LINE RR-CHEQUAMEGON BAY	CHEQUAMEGON BAY	ASHLAND	02/16/83	1					
000058	ASHLAND LANDFILL #3087		GINGLES	08/10/93	4					
097084	NSP ABOVEGROUND TANK FARM	BEASER AVE S OF ASHLAND	GINGLES	02/12/96	1		NORTHERN STATES POWER CO	100 N BARSTOW ST	EAU CLAIRE	WI
000520	AMERICAN CAN COMPANY		SANBORN	09/26/75	3		AMERICAN CAN CO		ASHLAND	WI

16 Active Locations for Ashland County

16 Active Locations for Northwest District



Bureau of Remediation and Redevelopment  
List of Inactive Environmental Repair Program Locations  
Sorted by District, County, Location City, Activity Name  
September, 1997

Act #	Activity Name	Location Address	Location City	Start	P	Substance	RP Name	Address	City	St
<b>Northwest District</b>										
<b>2 - Ashland County</b>										
000501	BURLINGTON NORTHERN - YARD	ELLIS AVE	ASHLAND	05/10/91	1		BURLINGTON NORTHERN		ST. PAUL	MI
000572	LUDWIKOSKI, LOUISE	1423 E 8TH ST	ASHLAND	04/06/91	4	Fuel Oil	LOUISE LUDWIKOSKI	1423 E 8TH ST	ASHLAND	WI
000511	WISCONSIN CENTRAL LTD	408 ELLIS AVE	ASHLAND	05/10/91	1		WISCONSIN CENTRAL LTD		ROSEMONT	IL
000023	BAD RIVER PAINT SPILL	HWY 2 BAD RIVER BRIDGE	SANBORN	07/17/92	3		TIMOTHY ODLAND	3801 128TH AVE NE	BLAINE	MI
							TERRY MULCAHY		MADISON	WI

5 Inactive Locations for Ashland County

5 Inactive Locations for Northwest District

**Appendix E**  
**Geologic Logs and Well Construction Reports**

**TELECOPY COVER SHEET**

**LAYNE-NORTHWEST**  
**A Division of Layne Christensen Company**  
**3200 SCHOFIELD AVENUE**  
**SCHOFIELD, WI 54476**

**PHONE: (715)359-4211**  
**FAX: (715)355-1101**

Sender: Laren

To:

Person: Chris SaariCompany: DNRTelephone: (715) 372-4866FAX: (715) 372-4836Date: 9/11/97Time: 2:00 P.M.

Please find Formation Log for No. Of Additional Pages 1  
Ashland Test Well #1 - Hodgkins Park.

**ASHLAND TEST WELL #1**

**October, 1994**

0- 20'	Red Clay
20- 89'	Red Clay & Sand
89-110'	Clay, Sand & Gravel
110-115'	Red Sand
115-130'	Red Sandstone
130-141'	Red Sand & Sandstone
141-215'	Red Sandstone
215-265'	Red Sandstone W/Layers of White Sandstone
265-270'	White Sandstone
270-300'	Red & White Sandstone Layers
300-470'	Red Sandstone
470-564'	Purple Sandstone
564-566'	White Sandstone
566-700'	Purple Sandstone



Completed... 3/28/85  
Field check.  
Altitude.... 655' ETM  
Use..... Cooling  
Static w.l.. 33'  
Spec. cap... 7 GPM/ft

Well is located on the southern corner of the intersection of East 2nd Street and Third Avenue East.

## Page 1 of 1

# WELL CONSTRUCTOR'S REPORT TO WISCONSIN STATE BOARD OF HEALTH

See Instructions on Reverse Side

1. County Ashland Town ☐ Village ☐ City ☒ Ashland  
Check one and give name

2. Location 11th Ave East and 7th St  
Name of street and number of premise or Section, Town and Range numbers

NESE Sec 33  
T48 R4W

3. Owner ☒ or Agent ☐ [Redacted]  
Name of individual, partnership or firm

4. Mail Address [Redacted]  
Complete address required

5. From well to nearest: Building 6 ft; sewer none ft; drain none ft; septic tank none ft;  
dry well or filter bed none ft; abandoned well none ft.

6. Well is intended to supply water for: House hold

## 7. DRILLHOLE:

Dia. (in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)
6	0	42			

## 8. CASING AND LINER PIPE OR CURBING:

Dia. (in.)	Kind and Weight	From (ft.)	To (ft.)
4	Standard pipe	0	78

## 9. GROUT:

Kind	From (ft.)	To (ft.)
Clay Slurry	0	42

## 11. MISCELLANEOUS DATA:

Yield test: 12 Hrs. at 7 GPM.

Depth from surface to water-level: 65 ft.

Water-level when pumping: 70 ft.

Water sample was sent to the state laboratory at:

Madison on June 5 - 1957  
City

## 10. FORMATIONS:

Kind	From (ft.)	To (ft.)
Clay	0	42
Hard pan	42	67
Water sand	67	82

RECEIVED  
JUN 17 1957  
ENVIRONMENTAL  
SANITATION

Construction of the well was completed on:

June 3 - 1957

The well is terminated 12 inches

☒ above, below ☐ the permanent ground surface.

Was the well disinfected upon completion?

Yes ☒ No ☐

Was the well sealed watertight upon completion?

Yes ☒ No ☐

Signature Theodore Melvin  
Registered Well Driller

Please do not write in space below

Complete Mail Address

Rec'd JUN 7 1957 16322

Ans'd \_\_\_\_\_

Interpretation SAFE

\_\_\_\_\_

\_\_\_\_\_

10 ml 10 ml 10 ml 10 ml 10 ml

Gas—24 hrs. \_\_\_\_\_

48 hrs. \_\_\_\_\_

Confirm \_\_\_\_\_

B. Coll [Signature]

Examiner \_\_\_\_\_

APR 10 1942

**WELL CONSTRUCTION REPORT**  
**WISCONSIN STATE BOARD OF HEALTH**  
**WELL CONSTRUCTION DIVISION**

Note: Section 31 of the Wisconsin Well Construction Code, having the force and effect of law, provides that within thirty days after completion of every well the driller shall submit a report covering all essential details of construction to the State Board of Health on a form provided by the Board.

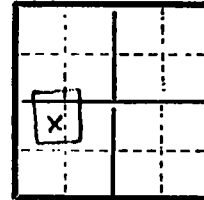
Owner St Joseph Hospital Driller Mastman Bros  
Street or RFD \_\_\_\_\_ Post Office Westworth Wis.  
Post Office Ashland Wis. Date Oct Permit No. 232

Ashland  
Bayfield  
County

**LOCATION OF PREMISES**

Ashland  
Town

The square below represents a section of land divided into 40 acre tracts. Mark the position of the premises in the section.



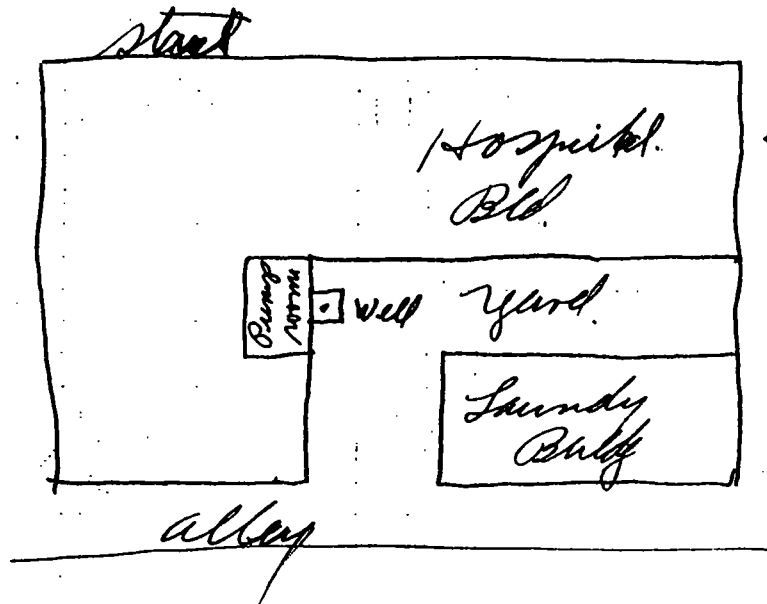
Sec. No. 33  
Twp. No. 48N  
Range 4 E W

Describe further by subdivision, plat, district, lake, lot.

on 1st st  
block, nearest principal highway, etc., whichever apply.

**DIAGRAM OF PREMISES**

See Well Construction Report bulletin. In making the diagram in the space below consider 10 ft. as the distance between lines. Be sure to indicate NORTH.



building is  
torn down  
per City  
Clerk 3/20/81

# WELL LOG and REPORT

For method of making report, refer to bulletin entitled "Well Construction Report," 7-5-39.

In this column indicate the kind of casing, liner, shoe and other accessories used.

**WELL DIAGRAM**  
Use a red line to show casing or liner pipe. Use black for drill or borehole.

In this column state the kind of formations penetrated, their thickness in feet and if water bearing.

Record of  
**FINAL**  
Pumping test

8" std  
Drill pipe  
Well pipe

Inches										Diameter				Depth
2	3	4	5	6	8	10	12	14	16	18				
											25			
											50			
											75			
											96			
											100			
											112			
											150			
											200			
											400			
											800			
											1200			

sandy clay

some Boulder  
Drusy sand

Clear sand

steel shoe  
and packer

10' Grundy  
Johnson  
screen

Bals in Bottom

Duration of test

Hours 10

Pumping rate

G.P.M. 90

Depth of pump in

well. Ft. 60

Standing water-level  
(from surface)

Ft. 48

Water-level when

pumping Ft. 25

Water. End of test.

Clear. ☒

Cloudy. ☐

Turbid. ☐

Was the well sterilized?

Yes. ☒ No. ☐

To which laboratory was sample sent?

Ashland

Date Nov 1 - 41

Was the well sealed on completion?

Yes. ☒ No. ☐

How high did you leave the casing pipe above grade?

5 ft

Well was completed

Date Oct 29 - 41

Well Constructor

Martin Madrian  
Signature

Draw the diagram to show the right half only



## WELL CONSTRUCTOR'S REPORT

## DEPARTMENT OF RESOURCE DEVELOPMENT

JUL 31 1970 Wel 6

1. COUNTY <b>Ashland</b>		CHECK ONE <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City <b>Ashland</b>		NAME <b>Ashland</b>	
2. LOCATION (Number and Street or 1/4 section, section, township and range. Also give subdivision name, lot and block numbers when available.) <b>1300 St. Claire St. Ashland, Wis</b> <span style="border: 1px solid black; padding: 2px;"><b>2 T 7 N R 4 W</b></span> <span style="border: 1px solid black; padding: 2px;"><b>NE Sec 33</b></span>					
3. OWNER AT TIME OF DRILLING <div style="background-color: black; height: 15px; width: 100%;"></div>					
4. OWNER'S COMPLETE MAIL ADDRESS <div style="background-color: black; height: 15px; width: 100%;"></div>					
5. Distance in feet from well to nearest:					
(Record answer in appropriate block)		BUILDING C. I.	SANITARY SEWER TILE	FLOOR DRAIN C. I.	FOUNDATION DRAIN SEWER CONNECTED/INDEPENDENT
		<b>6</b>	<b>20</b>	<b>None</b>	<b>None</b>
CLEAR WATER DRAIN C. I.	SEPTIC TANK TILE	PRIVY	SEEPAGE PIT	ABSORPTION FIELD	BARN SILO
<b>20</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>
WASTE WATER DRAIN C. I. <b>20</b> SINK HOLE <b>None</b>					
OTHER POLLUTION SOURCES (Give description such as dump, quarry, drainage well, stream, pond, lake, etc.)					

6. Well is intended to supply water for:

**Bait Shop**

7. DRILLHOLE						10. FORMATIONS			
Dia. (in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)	Kind		From (ft.)	To (ft.)
<b>8</b>	<b>Surface</b>	<b>30</b>	<b>4</b>	<b>30</b>	<b>125</b>	<b>Top Soil</b>		<b>Surface</b>	<b>2</b>
						<b>Clay</b>		<b>2</b>	<b>26</b>
8. CASING, LINER, CURBING, AND SCREEN									
Dia. (in.)	Kind and Weight		From (ft.)	To (ft.)		Kind		From (ft.)	To (ft.)
<b>4</b>	<b>New, black steel</b>		<b>Surface</b>	<b>81</b>		<b>Hard Pan</b>		<b>26</b>	<b>38</b>
	<b>T.C. 10.89 LBS per</b>					<b>Sand</b>		<b>38</b>	<b>47</b>
	<b>foot.</b>					<b>Gravel</b>		<b>47</b>	<b>51</b>
						<b>Hard Pan</b>		<b>51</b>	<b>59</b>
						<b>Sandstone</b>		<b>59</b>	<b>125</b>
9. GROUT OR OTHER SEALING MATERIAL									
Kind			From (ft.)	To (ft.)					
<b>Clay Slurry</b>			<b>Surface</b>	<b>30</b>					
11. MISCELLANEOUS DATA						Well construction completed on <b>July 17</b> <b>1970</b>			
Yield test: <b>18</b>		Hrs. at <b>10</b>		GPM		Well is terminated <b>10</b> inches <input checked="" type="checkbox"/> above <input type="checkbox"/> below final grade			
Depth from surface to normal water level <b>18</b>		ft.				Well disinfected upon completion <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Depth to water level when pumping <b>25</b>		ft.				Well sealed watertight upon completion <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Water sample sent to <b>Madison</b>						laboratory on: <b>July 28</b> <b>19</b> <b>70</b>			

Your opinion concerning other pollution hazards, information concerning difficulties encountered, and data relating to nearby wells, screens, seals, type of casing joints, method of finishing the well, amount of cement used in grouting, blasting, sub-surface pumprooms, access pits, etc., should be given on reverse side.

SIGNATURE <b>Robert T. Melin</b>		COMPLETE MAIL ADDRESS <div style="background-color: black; height: 15px; width: 100%;"></div>	
Registered Well Driller			
Please do not write in space below			
COLIFORM TEST RESULT	GAS — 24 HRS.	GAS — 48 HRS.	CONFIRMED
			REMARKS

**Signature**

Robert T. Melni

**Registered Well Driller****Business Name and Complete Mailing Address**

WELL NO 1115 1985

1. COUNTY <b>ASHLAND</b>		CHECK (ONE): <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		Name <b>ASHLAND</b>	
2. LOCATION OR - Grid or Street No. <b>220 E SECOND ST.</b> AND - If available subdivision name, lot & block No.		Section <b>33</b> Township <b>T48N</b> Range <b>R10W</b>		3. NAME <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AGENT AT TIME OF DRILLING CHECK (ONE) <b>WISCONSIN BELL</b> ADDRESS <b>EXECUTIVE DRIVE</b> POST OFFICE <b>BROOKFIELD - WIS</b> ZIP CODE <b>53005</b>	
4. Distance in feet from well to nearest: (Record answer in appropriate block)		Building <b>15</b>		Sanitary Bldg. Drain C.I. <b>80</b> Other	
San. <b>90</b>		Other Sewers C.I. Other		Sanitary Bldg. Sewer C.I. <b>80</b> Other	
Foundation Drain Connected to Sewer		Sewage Sump C.I. Other		Floor Drain Connected To: C.I. Sewer Other Sewer	
Storm		Clearwater Dr.		Storm Bldg. Drain C.I. <b>80</b> Other	
Pet Waste Pit		Clearwater Sump		Storm Bldg. Sewer C.I. <b>30</b> Other	
Pit: Nonconforming Existing		Subsurface Pumproom		Septic Tank	
Well		Nonconforming Existing		Holding Tank	
Pump				Sewage Absorption Unit	
Tank				Seepage Pit	
				Seepage Bed	
				Seepage Trench	
				Manure Hopper or Retention or Pneumatic Tank	
Temporary Manure Stack or Platform		Watertight Liquid Manure Tank or Basin		Manure Storage Basin	
		Manure Pressure Pipe		Concrete Floor Only	
		Subsurface Gasoline or Oil Tank		Concrete Floor and Partial Concrete Walls	
		Waste Pond or Land Disposal Unit (Specify Type)		Other (Describe)	
				<b>WELL NO 2</b> <b>15 FT</b>	
5. Well is intended to supply water for: <b>COOLING EQUIPMENT</b>		9. FORMATIONS			
NO HI CAP APPROVAL WELLS OPERATED ALTERNATELY FOR BUILDING		NO-1 Kind From (ft.) To (ft.)			
6. DRILLHOLE		Dia. (in.) From (ft.) To (ft.)			
Dia. (in.) From (ft.) To (ft.)		Dia. (in.) From (ft.) To (ft.)			
<b>12</b> Surface <b>128</b>		<b>TOP SOIL</b> Surface <b>2</b>			
		<b>RED CLAY</b> <b>2</b> <b>20</b>			
		<b>CLAY + SAND MIXED</b> <b>20</b> <b>55</b>			
		<b>CLAY + GRAVEL MIXED</b> <b>55</b> <b>60</b>			
		<b>SAND + GRAVEL + BOULDERS</b> <b>60</b> <b>70</b>			
		<b>HARD PAN + GRAVEL</b> <b>70</b> <b>105</b>			
		<b>SAND - WATER BEARING</b> <b>105</b> <b>128</b>			
7. CASING, LINER, CURBING AND SCREEN		Material, Weight, Specification			
Dia. (in.) Mfg. & Method of Assembly		From (ft.) To (ft.)			
<b>6</b> <b>NEW-STEEL T&amp;C</b>		Surface <b>123</b>			
<b>20 LBS PER FT</b>					
<b>ASTM - A-120</b>					
<b>USS -</b>					
<b>10 SLOT JOHNSON</b>					
<b>SS - 30 GREEN</b>		<b>123</b> <b>128</b>			
8. GROUT OR OTHER SEALING MATERIAL		Kind From (ft.) To (ft.)			
<b>CEMENT</b>		Surface <b>123</b>			
11. MISCELLANEOUS DATA		Yield Test: <b>2</b> Hrs. at <b>50</b> GPM			
Depth from surface to normal water level <b>33</b> Ft.		Well construction completed on <b>3-28</b> <b>1985</b>			
Depth of water level when pumping <b>40</b> Ft. Stabilized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Well is terminated <b>12</b> inches <input checked="" type="checkbox"/> above final grade <input type="checkbox"/> below			
		Well disinfected upon completion <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
		Well sealed watertight upon completion <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Water sample sent to <b>ASHLAND WATER UTILITY</b> laboratory on <b>3-29</b> <b>1985</b>					

Your opinion concerning other pollution hazards, information concerning difficulties encountered, and data relating to nearby wells, screens, seals, method of finishing the well, amount of cement used in grouting, blasting, etc., should be given on reverse side.

Signature

Robert T. Melin

Registered Well Driller

Business Name and Complete Mailing Address

[Redacted Address]

**Appendix F**  
**Site Photographs and Log**

## **APPENDIX F - Site Photographs and Log**

### **Photograph**

- 1 Taken uphill from property on 11th Avenue East, looking northwest. Property overview.
- 2 Taken from extension of 11th Avenue East onto property, looking southeast. Cable across property entrance in center of photograph; south corner of lift station with UST vent pipe visible along left margin; residences uphill from property along 11th Avenue East along left center of photograph.
- 3 Taken from 11th Avenue East, looking southwest at southernmost portion of property. Bay City Creek pictured in lower left of photograph.
- 4 Taken from 11th Avenue East, looking west at southernmost portion of property. Bay City Creek pictured in center of photograph, WCL rail trestle partially visible also.
- 5 Taken along WCL rail line, looking northeast. WCL trestle pictured in center of photograph, lift station visible near center right, surface water pump station partially visible beyond lift station.
- 6 Taken along WCL rail line near approximate southeast property boundary, looking northeast. Surface water pump station visible in center of photograph, beyond tall pine trees. Lift station just out of photograph along right margin.
- 7 Taken from City of Ashland property, looking northwest at west corner of lift station. Monitoring/dewatering wells pictured in foreground.
- 8 Taken from approximately 300 feet northwest of property entrance, west of rail spur, looking east. Portion of area of stained soil (asphalt oil/used motor oil) visible in foreground, approximate southeast property line with Ashland County land visible at tree line in background, surface water pump station partially visible beyond tree line.
- 9 Taken from approximate east property boundary with Ashland County land along lake shore, looking northwest. Northeast side of dock pictured.
- 10 Taken from same location as Photograph 9, looking east. Sand beach on Ashland County land pictured, with coal fragments visible near lower right corner.
- 11 Taken from same location as Photograph 9, looking west-northwest. Closeup of coal and brick fragments along shore.
- 12 Taken from approximate mid-point of dock's northeast shore, looking southeast. Closeup of rock rip-rap with crushed, rusted drums and steel cables.
- 13 Taken from north corner of dock, looking southeast at northeast dock shore.



## **APPENDIX F - Site Photographs and Log (continued)**

### **Photograph**

- 14 Taken from north corner of dock, looking southwest at northwest end of dock. Soo Line Railroad ore dock visible in background.
- 15 Taken from near north end of dock, looking southeast. Typical ground covering of coal fragments and mixed grasses.
- 16 Taken from approximate center of dock, looking northwest. Closeup of coal fragments and grass ground cover.
- 17 Taken from west corner of dock, looking southeast at remnants of wooden plank dock along southwest shore.
- 18 Taken from shore end of wooden plank dock, looking northwest.
- 19 Taken from approximate dock center, looking southwest. Rail spur visible in center of photograph, ore dock in background.
- 20 Taken from approximately 200 feet southeast of dock center, looking south. Rail spur with gravel cover visible in center of photograph, berm along southwest property line paralleling Bay City Creek partially visible in background (shorter dark vegetation).
- 21 Taken from approximately 600 feet southeast of north dock corner, near northeast dock shore, looking northeast. Closeup of soil staining (used motor oil) pictured, with clipboard for scale.
- 22 Taken from approximately 450 feet northwest of property entrance, west of rail spur, looking northwest. Closeup of broken asphalt ground cover.
- 23 Taken from approximately 300 feet northwest of property entrance, west of rail spur, looking east (near same location as Photograph 8). Portion of area of stained soil (asphalt oil/used motor oil) pictured. This is the approximate location of the former asphalt batch plant.
- 24 Taken from approximately 400 feet northwest of property entrance, west of rail spur, looking southeast. Portion of a shallow surface depression with rust-colored staining on gravel and broken asphalt pieces pictured.

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**Appendix G**  
**Environmental Professional Qualifications**

## **APPENDIX G Environmental Professional Qualifications**

**NAME:** Christopher A. Saari

**EDUCATION:** B.S., University of Wisconsin - Madison, 1991  
Major: Geology and Geophysics

**Continuing Education:**

Underground Storage Tank (UST) Management and Leak Detection (University of Wisconsin - Extension (UWEX), December 1991)

UST Corrective Action (UWEX, December 1991)

Liquid Storage Tank Technology (UWEX, January 1992)

40 Hour HAZWOPER Training (Lakeshore Technical College, January 1992)

Annual 8 Hour HAZWOPER Refresher Training (WDNR, 1991 - 1996)

Bioremediation Seminar (Association of State and Territorial Solid Waste Management Officials, April 1992)

"Consultant Days" Sessions (WDNR, 1992-1994)

Environmental Sampling Training (United States Environmental Protection Agency (USEPA), April 1994)

Accelerated Site Characterization Training (USEPA, April 1995)

Natural Attenuation Training (WDNR, January 1997)

Seminar on Wood Preserving Site Remediation (USEPA, June 1997)

Natural Attenuation Short Course (USEPA, August 1997)

**EXPERIENCE:**

**WDNR, Remediation and Redevelopment Hydrogeologist - Brule, WI**

Project management of environmental contamination sites in northern Wisconsin, including environmental repair (ER), leaking underground storage tank (LUST), and landfill sites. Provide technical assistance for non-project managed contamination sites in a four-county area of northern Wisconsin, which involves aspects of investigation, remediation, land recycling and redevelopment, and case closure. Previously coordinated WDNR's LUST program for a six-county area in the former Northwest District, which included approximately 450 active LUST cases and approximately 50 ER cases.

**WDNR, LUST Hydrogeologist - Park Falls, WI**

Coordinated the LUST Program for the Park Falls Area of the WDNR's former Northwest District, which included approximately 300 active LUST cases and approximately 25 ER cases.

**Soils and Engineering Services, Inc., Hydrogeologist - Madison, WI**

Assisted with the placement and installation of monitoring wells and piezometers, and developed these wells. Collected soil and groundwater samples for field and laboratory analyses. Performed slug tests and recorded water level measurements. Observed and monitored petroleum contaminated soil excavations. Classified soil samples from soil borings. Assisted project engineers with report writing for site assessments and remedial actions.

**Wisconsin Geological and Natural History Survey (WGNHS), Subsurface Laboratory Assistant - Madison, WI**

Responsible for receipt and preparation of well cuttings for examination. Entered and edited well lithology data into WGNHS database. Plotted well lithology information on topographic maps.